

**RESOLUTION #20-62**

**RESOLUTION FOR  
OPEN PUBLIC MEETINGS  
AND NEWSPAPER DESIGNATIONS**

**BE IT RESOLVED** by the Housing Authority of Gloucester County that in conformance with the Open Public Meetings Act of 1975, this Authority designates the following (2) two newspapers of general circulation in the County of Gloucester as the (2) two newspapers for notification purposes of regular and special meetings of the Housing Authority of Gloucester County:

1. The South Jersey Times, 161 Bridgeton Pike, Mullica Hill, NJ
2. The Courier Post, 301 Cuthbert Boulevard, Cherry Hill, NJ 08002.

A copy of this Resolution shall be published in the South Jersey Times and Courier Post as required by law within ten days of its passage.

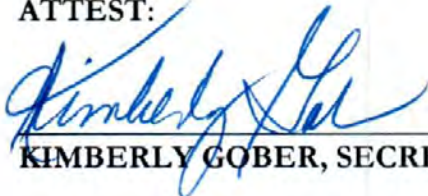
**ADOPTED** at the annual meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of July 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**



**KIMBERLY GOBER, SECRETARY**

**DATE: JULY 22, 2020**

**RESOLUTION #20-63**

**RESOLUTION DESIGNATING THE  
ANNUAL SCHEDULE OF MEETINGS**

**WHEREAS**, it is the intention of the Housing Authority of Gloucester County to comply with the Open Public Meetings Act of 1975; and

**NOW, THEREFORE, BE IT RESOLVED** by the Housing Authority of Gloucester County that the attached schedule is declared to be the *annual* schedule of regular meetings of the Housing Authority of Gloucester County for the year commencing July 22<sup>nd</sup>, 2020. Said schedule is declared in compliance with N.J.S.A. 10:4-18 and shall be posted and distributed in accordance with the requirements of N.J.S.A. 10:4-18.


**ADOPTED** at the annual meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of July 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

  
**KIMBERLY GOBER, SECRETARY**

**DATE: JULY 22, 2020**

**THE HOUSING AUTHORITY  
OF GLOUCESTER COUNTY**



**HAGC ANNUAL SCHEDULE OF MEETINGS  
2020-2021**

Wednesday	August 26, 2020	4:30 P.M.
Wednesday	September 23, 2020	4:30 P.M.
Wednesday	October 28, 2020	4:30 P.M.
Monday	November 23, 2020	4:30 P.M.
Wednesday	December 16, 2020	4:30 P.M.
Wednesday	January 27, 2021	4:30 P.M.
Wednesday	February 24, 2021	4:30 P.M.
Wednesday	March 24, 2021	4:30 P.M.
Wednesday	April 28, 2021	4:30 P.M.
Wednesday	May 26, 2021	4:30 P.M.
Wednesday	June 23, 2021	4:30 P.M.
Wednesday	<b>ANNUAL July 28, 2021</b>	4:30 P.M.



**RESOLUTION #20-64**

**RESOLUTION NAMING OFFICIAL DEPOSITORY**

**FULTON BANK**

**WHEREAS**, it is necessary for the proper conduct of business that an official depository for the Housing Authority of Gloucester County be designated and named; and

**WHEREAS**, Fulton Bank, located at 100 Park Ave, Woodbury, New Jersey, 08096 is an approved banking corporation;

**NOW, THEREFORE, BE IT RESOLVED** by the Housing Authority of Gloucester County that the Fulton Bank, 100 Park Ave, Woodbury, New Jersey, 08096, be and the same is hereby designated as an official depository of the Housing Authority of Gloucester County and that sums so deposited may be withdrawn upon a check, draft, or order of the Housing Authority of Gloucester County for the treasurer's account, to include capital account, trust account and other accounts;

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be duly delivered to the proper officers of the Fulton Bank, as evidence of the Bank's authority to act in accordance herewith.

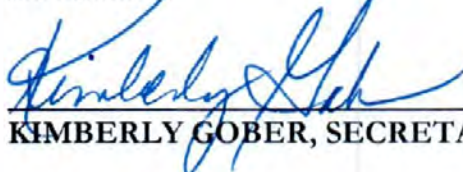
**ADOPTED** at the annual meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of July 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

  
**KIMBERLY GOBER, SECRETARY**

**DATE: JULY 22, 2020**

**RESOLUTION #20-65**

**RESOLUTION NAMING OFFICIAL DEPOSITORY**

**INVESTORS BANK**

**WHEREAS**, it is necessary for the proper conduct of business that an official depository for the Housing Authority of Gloucester County be designated and named; and

**WHEREAS**, Investor's Bank, located at 600 Delsea Drive, Glassboro, New Jersey, 08028 is an approved banking corporation;

**NOW, THEREFORE, BE IT RESOLVED** by the Housing Authority of Gloucester County that the Investor's Bank, be and the same is hereby designated as an official depository of the Housing Authority of Gloucester County and that sums so deposited may be withdrawn upon a check, draft, or order of the Housing Authority of Gloucester County for the treasurer's account, to include capital account, trust account and other accounts;

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be duly delivered to the proper officers of the Investor's Bank, as evidence of the Bank's authority to act in accordance herewith.

**ADOPTED** at the annual meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of July 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

  
**KIMBERLY GOBER, SECRETARY**

**DATE: JULY 22, 2020**



**RESOLUTION #20-66**

**RESOLUTION NAMING OFFICIAL DEPOSITORY**

**PARKE BANK**

**WHEREAS**, it is necessary for the proper conduct of business that an official depository for the Housing Authority of Gloucester County be designated and named; and

**WHEREAS**, Parke Bank, located at located at 601 Delsea Drive, Sewell, New Jersey, is an approved banking corporation;

**NOW, THEREFORE, BE IT RESOLVED** by the Housing Authority of Gloucester County that the Parke Bank, 601 Delsea Drive, Sewell, New Jersey, be and the same is hereby designated as an official depository of the Housing Authority of Gloucester County and that sums so deposited may be withdrawn upon a check, draft, or order of the Housing Authority of Gloucester County for the treasurer's account, to include capital account, trust account and other accounts;

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be duly delivered to the proper officers of the Parke Bank, as evidence of the Bank's authority to act in accordance herewith.

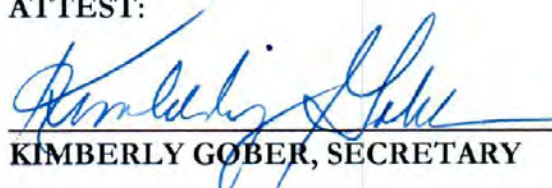
**ADOPTED** at the annual meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of July 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

  
**KIMBERLY GOBER, SECRETARY**

**DATE: JULY 22, 2020**

**RESOLUTION #20-67**

**RESOLUTION TO AUTHORIZE  
ELECTRONIC FUNDS TRANSFERS (EFT)**

**WHEREAS**, in accordance with the New Jersey Department of Community Affairs, Division of Local Government Services, Local Finance Notice 2018-13, it is necessary to document authorization to engage in Electronic Funds Transfers (EFT).

**WHEREAS**, in conjunction with the adoption of the Check Signing Authorization Policy HAGC is required to designate the individuals who are authorized to initiate and authorize electronic funds transfers.

1. With respect to the use of EFT for the payment of Housing Assistance Payments pursuant to Housing Assistant Payments Contracts, the Section 8 Supervisor shall be the initiator and the Finance Director shall be the authorizer. For any transfers initiated by the Finance Director, the Executive Director shall authorize the transfer. In the event that the Executive Director is unavailable the transfer shall be authorized by the Assistant Executive Director.
2. With respect to the use of EFT for vendors, the Accounts Payable Technician shall be the initiator and the Executive Director shall be the authorizer. The authorization is evidenced by signature on the payment voucher and on the Direct Deposit Bank Report.

**ADOPTED** at the annual meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of July 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

  
**KIMBERLY GOBER, SECRETARY**

**DATE: JULY 22, 2020**



**RESOLUTION #20-68**

**HONORING**  
***Pamela Roberts***  
***Tenant Interviewer/Investigator - Level 3***  
**For 20 Years of Service**

**WHEREAS**, the Housing Authority of Gloucester County recognizes the retirement of Pamela Roberts; and

**WHEREAS**, Pamela Roberts has been a dedicated & loyal employee at the Housing Authority since March 20, 2000; and

**WHEREAS**, the Housing Authority of Gloucester County appreciates the dedicated services performed by Pamela Roberts during her 20 years of service in her position of Tenant Interviewer/Investigator – Level 3; and

**NOW, THEREFORE, BE IT RESOLVED** by the Housing Authority of Gloucester County that the contributions of Pamela Roberts to the mission of the Housing Authority, providing safe, sanitary and affordable housing to the low-income elderly, disabled and families of Gloucester County, be and hereby are acknowledged; and

**IT IS FURTHER RESOLVED** that the Housing Authority of Gloucester County Commissioners and staff wish to express their sincere gratitude for the faithful service performed by Pamela Roberts in providing assistance to the residents of the Authority; and

**IT IS FURTHER RESOLVED** that the Housing Authority of Gloucester County wishes happiness, contentment, & good health to Pamela Roberts in her years of retirement.

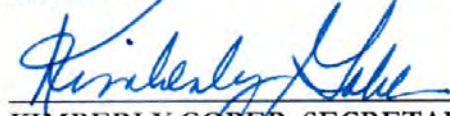
**ADOPTED** at the annual meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of July 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

  
**KIMBERLY GOBER, SECRETARY**

**DATE: JULY 22, 2020**



**RESOLUTION #20-69**

**HONORING**  
***James Zieger***  
***Security Guard***  
**For 28 Years of Service**

**WHEREAS**, the Housing Authority of Gloucester County recognizes the retirement of James Zieger; and

**WHEREAS**, James Zieger has been a dedicated & loyal employee at the Housing Authority since October 13, 1992; and

**WHEREAS**, the Housing Authority of Gloucester County appreciates the dedicated services performed by James Zieger during his nearly 28 years of service in his position of Security Guard at Colonial Park Apartments, a managed property by the Authority; and

**NOW, THEREFORE, BE IT RESOLVED** by the Housing Authority of Gloucester County that the contributions of James Zieger to the mission of the Housing Authority, providing safe, sanitary and affordable housing to the low-income elderly and disabled residents of Colonial Park Apartments, be and hereby are acknowledged; and

**IT IS FURTHER RESOLVED** that the Housing Authority of Gloucester County Commissioners and staff wish to express their sincere gratitude for the faithful service performed by James Zieger in providing assistance to the residents of Colonial Park Apartments; and

**IT IS FURTHER RESOLVED** that the Housing Authority of Gloucester County wishes happiness, contentment, & good health to James Zieger in his years of retirement.

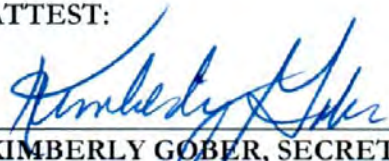
**ADOPTED** at a regular meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of July 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

  
**KIMBERLY GOBER, SECRETARY**

**DATE: JULY 22, 2020**

**RESOLUTION #20-70**

**RESOLUTION AUTHORIZING COMPLIANCE TO STANDARDIZE  
PROVIDER AGENCY BOARD RESOLUTIONS AND  
EXECUTE A BUSINESS ASSOCIATE AGREEMENT BETWEEN**

**THE STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES  
and  
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY  
CONGREGATE PROGRAM**

**WHEREAS**, the mission of the Housing Authority of Gloucester County's is to provide quality affordable housing to those not served adequately by private/unsubsidized organizations in Gloucester County; and

**WHEREAS**, in order to accomplish the Housing Authority of Gloucester County's mission, we provide quality affordable meals, cleaning, shopping, and laundry services for seniors and disabled residents; and

**WHEREAS**, an Agreement between the Housing Authority of Gloucester County and the **State of New Jersey, Department of Human Services** must be executed for the purpose of securing funding for the Congregate Program; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the Agreement with **the State of New Jersey, Department of Human Services**, if applicable, be and is hereby approved; and

**IT IS FURTHER RESOLVED** that the Executive Director be and is hereby authorized to execute said agreement as well as any and all documents with **the State of New Jersey, Department of Human Services** for the purpose of providing quality meals and cleaning, shopping and laundry services for disabled and senior residents in need through the funding.

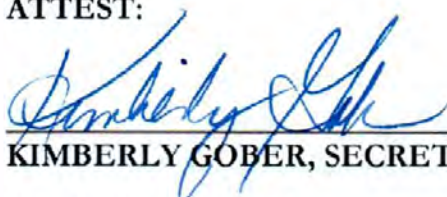
**ADOPTED** at the annual meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of July 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

  
**KIMBERLY GOBER, SECRETARY**

**DATE: JULY 22, 2020**



State of New Jersey  
Department of Human Services

**SUBJECT:** Standardized Board Resolution Form

**EFFECTIVE:** This policy shall become effective August 1, 2009.

**PROMULGATED:** July 20, 2009

**SUPERCEDES:** Standardized Board Resolution Form, promulgated  
November 21, 2007

**PURPOSE:** The purpose of this policy circular is to standardize the content of the Provider Agency Board Resolutions across all Department of Human Services (DHS) Departmental Components to assure that all of the required obligations are identified and committed to by the Provider Agency Board.

I. SCOPE

This policy circular applies to all DHS Third Party incorporated contracted Provider Agencies, Universities/Colleges and for-profit organizations.

II. POLICY

Periodically Boards of Directors in conducting the business of their organizations attest to their actions or decisions by way of written resolutions. The DHS requires Contract Providers to complete and file the attached standard board resolution when executing a DHS Third Party Social Service Contract.

A. Requirements for completion, updating and submission

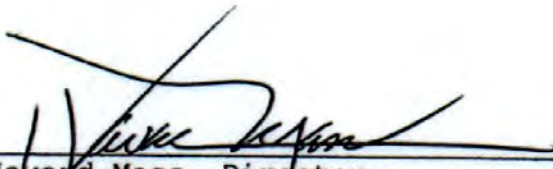
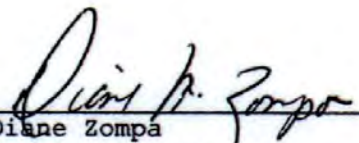
The Attachment I, Page 1 is to be completed by the Agency and the same for Attachment II.

When any changes occur which would affect the contents of the form, the Board is to convene and complete a new Board

Resolution and submit it to the Departmental Component within 10 business days of the change unless otherwise specified in the DHS policy.

The completed form is to be returned to the Departmental Component with all other required contract documents as part of the contract package. (See Policy Circular P1.01, Documents and Conditions Required for Processing, Executing and Documenting a DHS Third Party Contract.)

Issued by:

  
Howard Mass, Director  
Office of Administration  
Diane Zompa  
Chief of Staff  
Department of Human Services



STANDARDIZED BOARD RESOLUTION

The Board endorses the following commitments as defined in this document:

1. Health Insurance Portability and Accountability Act (HIPAA)\*

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check A or B):

- ☐ A) a covered entity (as defined in 45 CFR 160.103)
- ☐ B) a non-covered entity and has executed a DHS Business Associate Agreement (BAA) last dated \_\_\_\_\_.
- ☒ C) a non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Departmental Component's official contract file. The BAA *will be considered applicable indefinitely* unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees that if there is *any change* in their BAA Status the Departmental Component will be immediately notified and the appropriate information provided within 10 business days.

**\* This section is not applicable for DCF Office of Education Contracts.**

2. Legal Advice

The Board acknowledges that the Department of Human Services does not and will not provide legal advice regarding the contract or about any facet of the relationship between the Department of Human Services and the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Department of Human Services.

DEPARTMENT OF HUMAN SERVICES (DHS)  
Standardized Board Resolution Form

Supporting Information for Contract \_\_\_\_\_ for Contract  
Period \_\_\_\_\_ to \_\_\_\_\_.

Agency: Housing Authority of Gloucester County

Certification:

We certify that the information contained in, or included with, this contract document is accurate and complete.

William W. Bain, Jr.  
Chairperson, Board of Directors

\_\_\_\_\_  
Date

Kimberly Gober  
Executive Director

\_\_\_\_\_  
Date

Authorized Signatories for Contract documents, checks and invoices are: (List full name and title) (add additional pages, if needed)

Kimberly Gober  
Name

Executive Director  
Title

Jessica Laine  
Name

Assistant to Executive Director  
Title

Grace Seeney  
Name

Finance Director  
Title

Sonja L. Bennis  
Name

Congregate Coordinator  
Title



**RESOLUTION #20-71**

**RESOLUTION AUTHORIZING REVISIONS  
OF APPLICABLE WAIVERS PURSUANT**

**PIH NOTICE 2020-13**

**WHEREAS,** On March 27, 2020, President Trump signed the CARES Act into law, providing HUD with broad authority, in the context of the current public health emergency, to waive statutes and regulations (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment) for the Public Housing and HCV programs, as outlined on HUD PIH Notice 2020-05, published on April 10, 2020; and

**WHEREAS,** On April 22, 2020 via Resolution #20-33 the Board of Commissioners authorized the Executive Director, or its designee, to apply and implement any or all waivers and or alternative requirements deemed appropriate and necessary to carry on with critical functions of the authority, including but not limited to: issuing vouchers so families can find housing, processing Requests for Tenancy Approvals (RFTAs) so families can be approved to move into a unit, processing requests for portability moves, ensuring occupancy of public housing units, processing minimum rent hardship exemptions, and completing reexaminations for participants who have experienced a decrease in income, as outlined on the summary of Public Housing and HCV Waivers and Alternative Requirements issued by HUD; and

**WHEREAS,** On July 2, 2020 HUD published PIH Notice 2020-13 (HA) REV-1, restating the waivers and alternative requirements established previously in Notice PIH 2020-05, providing additional waivers and alternative requirements, extending the periods of availability for previously established waivers and alternative requirements, and issuing technical amendments to several of the previously established waivers and alternative requirements; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners authorizes the Executive Director, or its designee, to apply and implement any or all revised waivers and or alternative requirements deemed appropriate and necessary to carry on with critical functions of the authority, based on local circumstances and need.

**BE IT FURTHER RESOLVED** that the Executive Director is authorized to amend the Section 8 Administrative Plan and the Public Housing Admissions and Continued Occupancy Policy to include all adopted and or revised waivers.

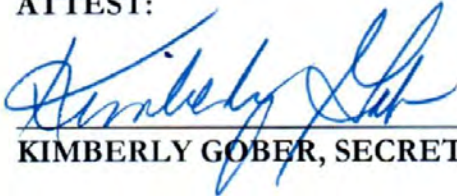
**ADOPTED** at the annual meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of July 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

**ATTEST:**



KIMBERLY GOBER, SECRETARY

**DATE:** JULY 22, 2020



**Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
**(Refer back to the Notice using the item code for a full description and more detailed information.)**

**This chart summarizes the waivers authorized under this Notice and the availability period for each. As stated in Section 5, PHAs must keep written documentation on the waivers applied by the PHA as well as the effective dates. To fulfill those requirements, PHAs may but are not required to utilize the last two columns to record this information.**

<b>Item</b>	<b>Statutory and regulatory waivers</b>	<b>Summary of alternative requirements</b>	<b>Availability Period Ends</b>	<b>Did PHA implement waiver and alternative requirement?</b>	<b>Date of PHA adoption</b>
PH and HCV-1 PHA 5-Year and Annual Plan Submission Dates: Significant Amendment Requirements	<u>Statutory Authority</u> Section 5A(a)(1), Section 5A(b)(1), Section 5A(g), Section 5A(h)(2)  <u>Regulatory Authority</u> §§ 903.5(a)(3), 903.5(b)(3), 903.13(c), 903.21, 903.23	<ul style="list-style-type: none"> <li>Alternative dates for submission</li> <li>Changes to significant amendment process</li> </ul>	<ul style="list-style-type: none"> <li>Varies based on FYE</li> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33
PH and HCV-2 Family Income and Composition: Delayed Annual Examinations	<u>Statutory Authority</u> Section 3(a)(1)  <u>Regulatory Authority</u> §§ 982.516(a)(1), 960.257(a)	<ul style="list-style-type: none"> <li>Permits the PHA to delay the annual reexamination of income and family composition</li> <li>HCV PHAs must implement HCV-7 for impacted families if they implement this waiver</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33
PH and HCV-3 Family Income	<u>Regulatory Authority</u> §§ 5.233(a)(2),	<ul style="list-style-type: none"> <li>Waives the requirements to use the</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	NO	

**Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
**(Refer back to the Notice using the item code for a full description and more detailed information.)**

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
and Composition: Annual Examination; Income Verification Requirements	960.259(c), 982.516(a)  <u>Sub-regulatory Guidance</u> PIH Notice 2018-18	income hierarchy, including the use of EIV, and will allow PHAs to consider self-certification as the highest form of income verification  • PHAs that implement this waiver will be responsible for addressing material income discrepancies that may arise later			
PH and HCV-4 Family Income and Composition: Interim Examinations	<u>Statutory Authority</u> Section 3(a)(1)  <u>Regulatory Authority</u> §§ 5.233(a)(2), 982.516(c)(2), 960.257(a), (b) and (d), 960.259(c)  <u>Sub-regulatory Guidance</u> PIH Notice 2018-18	• Waives the requirement to use the income verification requirements, including the use of EIV, for interim reexaminations	• 12/31/20	NO	



**Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
**(Refer back to the Notice using the item code for a full description and more detailed information.)**

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
PH and HCV-5 Enterprise Income Verification (EIV) Monitoring	<u>Regulatory Authority</u> § 5.233  <u>Sub-regulatory Guidance</u> PIH Notice 2018-18	<ul style="list-style-type: none"> <li>• Waives the mandatory EIV monitoring requirements.</li> </ul>	<ul style="list-style-type: none"> <li>• 12/31/20</li> </ul>	YES	4/22/20  RES 20-33
PH and HCV-6 Family Self-Sufficiency (FSS) Contract of Participation: Contract Extension	<u>Regulatory Authority</u> § 984.303(d)	<ul style="list-style-type: none"> <li>• Provides for extensions to FSS contract of participation</li> </ul>	<ul style="list-style-type: none"> <li>• 12/31/20</li> </ul>	YES	4/22/20  RES 20-33
PH and HCV-7 Waiting List: Opening and Closing; Public Notice	<u>Regulatory Authority</u> § 982.206(a)(2)  <u>Sub-regulatory Guidance</u> PIH Notice 2012-34	<ul style="list-style-type: none"> <li>• Waives public notice requirements for opening and closing waiting list</li> <li>• Requires alternative process</li> </ul>	<ul style="list-style-type: none"> <li>• 12/31/20</li> </ul>	NO	
HQS-1 Initial Inspection Requirements	<u>Statutory Authority</u> Section 8(o)(8)(A)(i), Section 8(o)(8)(C)  <u>Regulatory Authority</u> §§ 982.305(a),	<ul style="list-style-type: none"> <li>• Changes initial inspection requirements, allowing for owner certification</li> </ul>	<ul style="list-style-type: none"> <li>• 12/31/20</li> </ul>	YES	4/22/20  RES 20-33

**Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
**(Refer back to the Notice using the item code for a full description and more detailed information.)**

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
	982.305(b), 982.405	<ul style="list-style-type: none"> <li>that there are no life-threatening deficiencies</li> <li>Where self-certification was used, PHA must inspect the unit no later than 1-year anniversary of date of owner's certification.</li> </ul>	<ul style="list-style-type: none"> <li>1-year anniversary of date of owner's certification</li> </ul>		
HQS-2: Project-Based Voucher (PBV) Pre-HAP Contract Inspections: PHA Acceptance of Completed Units	<u>Statutory Authority:</u> Section 8(o)(8)(A)  <u>Regulatory Authority:</u> §§ 983.103(b), 983.156(a)(1)	<ul style="list-style-type: none"> <li>Changes inspection requirements, allowing for owner certification that there are no life-threatening deficiencies</li> <li>Where self-certification was used, PHA must inspect the unit no later than 1-year anniversary of date of owner's certification.</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> <li>1-year anniversary of date of owner's certification</li> </ul>	YES	4/22/20 RES 20-33
HQS-3 Initial Inspection: Non-Life-Threatening Deficiencies (NLT) Option	<u>Statutory Authority</u> Section 8(o)(8)(A)(ii)  <u>Sub-regulatory Guidance</u> HOTMA HCV Federal	<ul style="list-style-type: none"> <li>Allows for extension of up to 30 days for owner repairs of non-life threatening conditions</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	4/22/20 RES 20-33



**Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
**(Refer back to the Notice using the item code for a full description and more detailed information.)**

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
	Register Notice January 18, 2017				
HQS-4 HQS Initial Inspection Requirement: Alternative Inspection Option	<u>Statutory Authority</u> Section 8(o)(8)(A)(iii)  <u>Sub-regulatory Guidance</u> HOTMA HCV Federal Register Notice January 18, 2017	<ul style="list-style-type: none"> <li>Under Initial HQS Alternative Inspection Option - allows for commencement of assistance payments based on owner certification there are no life-threatening deficiencies</li> <li>Where self-certification was used, PHA must inspect the unit no later than 1-year anniversary of date of owner's certification.</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> <li>1-year anniversary of date of owner's certification</li> </ul>	YES	4/22/20  RES 20-33
HQS-5 HQS Inspection Requirement: Biennial Inspections	<u>Statutory Authority</u> Section 8(o)(D)  <u>Regulatory Authority</u> §§ 982.405(a), 983.103(d)	<ul style="list-style-type: none"> <li>Allows for delay in biennial inspections</li> <li>All delayed biennial inspections must be completed as soon as reasonably possible but by no later than 1 year after the date on which</li> </ul>	<ul style="list-style-type: none"> <li>10/31/20</li> <li>1 year after the date on which the biennial inspection would have been required absent the waiver</li> </ul>	YES	4/22/20  RES 20-33

**Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
**(Refer back to the Notice using the item code for a full description and more detailed information.)**

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
		the biennial inspection would have been required absent the waiver.			
HQS-6 HQS Interim Inspections	<u>Statutory Authority</u> Section 8(o)(8)(F)  <u>Regulatory Authority</u> §§ 982.405(g), 983.103(e)	<ul style="list-style-type: none"> <li>• Waives the requirement for the PHA to conduct interim inspection and requires alternative method</li> <li>• Allows for repairs to be verified by alternative methods</li> </ul>	<ul style="list-style-type: none"> <li>• 12/31/20</li> </ul>	YES	4/22/20  RES 20-33
HQS-7 PBV Turnover Unit Inspections	<u>Regulatory Authority</u> § 983.103(c)	<ul style="list-style-type: none"> <li>• Allows for PBV turnover units to be filled based on owner certification there are no life-threatening deficiencies</li> <li>• Allows for delayed full HQS inspection NLT than 1-year anniversary of date of owner's certification.</li> </ul>	<ul style="list-style-type: none"> <li>• 12/31/20</li> <li>• 1-year anniversary of date of owner's certification</li> </ul>	YES	4/22/20  RES 20-33



**Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
**(Refer back to the Notice using the item code for a full description and more detailed information.)**

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
HQS-8: PBV HAP Contract: HQS Inspections to Add or Substitute Units	<u>Statutory Authority</u> Section 8(o)(8)(A)  <u>Regulatory Authority</u> §§ 983.207(a), 983.207(b)  <u>Sub-regulatory Guidance</u> HOTMA HCV Federal Register Notice January 18, 2017	<ul style="list-style-type: none"> <li>Allows for PBV units to be added or substituted in the HAP contract based on owner certification there are no life-threatening deficiencies</li> <li>Allows for delayed full HQS inspection NLT 1-year anniversary of date of owner's certification</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> <li>1-year anniversary of date of owner's certification</li> </ul>	YES	4/22/20  RES 20-33
HQS-9 HQS Quality Control Inspections	<u>Regulatory Authority</u> §§ 982.405(b), 983.103(e)(3)	<ul style="list-style-type: none"> <li>Provides for a suspension of the requirement for QC sampling inspections</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33
HQS-10 Housing Quality Standards: Space and Security	<u>Regulatory Authority</u> § 982.401(d)	<ul style="list-style-type: none"> <li>Waives the requirement that each dwelling unit have at least 1 bedroom or living/sleeping room for each 2 persons.</li> </ul>	Remains in effect one year from lease term or date of this Notice, whichever is longer	YES	4/22/20  RES 20-33
HQS-11 Homeownership Option: Initial	<u>Statutory Authority</u> Section 8(o)(8)(A)(i), Section 8(y)(3)(B)	<ul style="list-style-type: none"> <li>Waives the requirement to perform an initial HQS inspection in</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33

**Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
**(Refer back to the Notice using the item code for a full description and more detailed information.)**

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
HQS Inspection	<u>Regulatory Authority</u> § 982.631(a)	order to begin making homeownership assistance payments <ul style="list-style-type: none"> <li>Requires family to obtain independent professional inspection</li> </ul>			
HCV-1 Administrative Plan	<u>Regulatory Authority</u> § 982.54(a)	<ul style="list-style-type: none"> <li>Establishes an alternative requirement that policies may be adopted without board approval</li> <li>Any provisions adopted informally must be adopted formally NLT December 31, 2020</li> </ul>	<ul style="list-style-type: none"> <li>9/30/20</li> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33
HCV-2 Information When Family is Selected: PHA Oral Briefing	<u>Regulatory Authority</u> §§ 982.301(a)(1), 983.252(a)	<ul style="list-style-type: none"> <li>Waives the requirement for an oral briefing</li> <li>Provides for alternative methods to conduct required voucher briefing</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33
HCV-3 Term of Voucher:	<u>Regulatory Authority</u> § 982.303(b)(1)	<ul style="list-style-type: none"> <li>Allows PHAs to provide voucher</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33

**Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
**(Refer back to the Notice using the item code for a full description and more detailed information.)**

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
Extensions of Term		extensions regardless of current PHA policy			
HCV-4 PHA Approval of Assisted Tenancy: When HAP Contract is Executed	<u>Regulatory Authority</u> § 982.305(c)	<ul style="list-style-type: none"> <li>Provides for HAP payments for contracts not executed within 60 days</li> <li>PHA must not pay HAP to owner until HAP contract is executed</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33
HCV-5 Absence from Unit	<u>Regulatory Authority</u> § 982.312	<ul style="list-style-type: none"> <li>Allows for PHA discretion on absences from units longer than 180 days</li> <li>PHAs must not make HAP payments beyond 12/31/20 for units vacant more than 180 consecutive days</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33
HCV-6 Automatic Termination of HAP Contract	<u>Regulatory Authority</u> § 982.455	<ul style="list-style-type: none"> <li>Allows PHA to extend the period of time after the last HAP payment is made before the HAP contract</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33



**Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
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Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
		terminates automatically.			
HCV-7 Increase in Payment Standard During HAP Contract Term	<u>Regulatory Authority</u> § 982.505(c)(4)	<ul style="list-style-type: none"> <li>Provides PHAs with the option to increase the payment standard for the family at any time after the effective date of the increase, rather than waiting for the next regular reexamination to do so.</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33
HCV-8 Utility Allowance Schedule: Required Review and Revision	<u>Regulatory Authority</u> § 982.517	<ul style="list-style-type: none"> <li>Provides for delay in updating utility allowance schedule</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33
HCV-9 Homeownership Option: Homeownership Counseling	<u>Statutory Authority</u> Section 8(y)(1)(D)  <u>Regulatory Authority</u> §§ 982.630, 982.636(d)	<ul style="list-style-type: none"> <li>Waives the requirement for the family to obtain pre-assistance counseling</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33

**Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
**(Refer back to the Notice using the item code for a full description and more detailed information.)**

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
HCV-10 Family Unification Program (FUP): FUP Youth Age Eligibility to Enter HAP Contract	<u>Statutory Authority</u> Section 8(x)(2)	<ul style="list-style-type: none"> <li>Allows PHAs to increase age to 26 for foster youth initial lease up</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	N/A	
HCV-11 Family Unification Program (FUP): Length of Assistance for Youth	<u>Statutory Authority</u> Section 8(x)(2)	<ul style="list-style-type: none"> <li>Allows PHAs to suspend terminations of assistance for FUP youth who will reach the 36-month limit between April 10, 2020, and December 31, 2020</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	N/A	
HCV-12 Family Unification Program (FUP): Timeframe for Referral	<u>Statutory Authority</u> Section 8(x)(2)	<ul style="list-style-type: none"> <li>Allows PHAs to accept referrals of otherwise eligible youth who will leave foster care within 120 days</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	N/A	
HCV-13 Homeownership: Maximum Term	<u>Regulatory Authority</u> § 982.634(a)	<ul style="list-style-type: none"> <li>Allows a PHA to extend homeownership</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	7/22/2020 RES 20-71

**Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
**(Refer back to the Notice using the item code for a full description and more detailed information.)**

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
of Assistance		assistance for up to 1 additional year			
HCV-14 Mandatory Removal of Unit from PBV HAP Contract	<u>Regulatory Authority</u> §§ 983.211(a); 983.258	<ul style="list-style-type: none"> <li>Allows a PHA to keep a PBV unit under contract for a period of time that extends beyond 180 from the last HAP but does not extend beyond December 31, 2020</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	7/22/2020  RES 20-71
PH-1 Fiscal Closeout of Capital Grant Funds	<u>Regulatory Authority</u> § 905.322(b)	<ul style="list-style-type: none"> <li>Extension of deadlines for ADCC and AMCC</li> </ul>	Varies by PHA	YES	4/22/20  RES 20-33
PH-2 Total Development Costs	<u>Regulatory Authority</u> § 905.314(c) - (d)	<ul style="list-style-type: none"> <li>Waives the TDC and HCC limits permitting approval of amounts in excess of published TDC by 25% to 50% on a case by case basis</li> </ul>	Applies to development proposals submitted to HUD no later than December 31, 2021	NO	
PH-3 Cost and Other Limitations: Types of Labor	<u>Regulatory Authority</u> § 905.314(j)	<ul style="list-style-type: none"> <li>Allows for the use of force account labor for modernization</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33



**Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
**(Refer back to the Notice using the item code for a full description and more detailed information.)**

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
		activities in certain circumstances			
PH-4 ACOP: Adoption of Tenant Selection Policies	<u>Regulatory Authority</u> § 960.202(c)(1)	<ul style="list-style-type: none"> <li>Establishes an alternative requirement that policies may be adopted without board approval</li> <li>Any provisions adopted informally must be adopted formally NLT December 31, 2020</li> </ul>	<ul style="list-style-type: none"> <li>9/30/20</li> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33
PH-5 Community Service and Self- Sufficiency Requirement (CSSR)	<u>Statutory Authority</u> Section 12(c)  <u>Regulatory Authority</u> §§ 960.603(a) and 960.603(b)	<ul style="list-style-type: none"> <li>Temporarily suspends CSSR</li> </ul>	<ul style="list-style-type: none"> <li>3/31/21</li> </ul>	YES	4/22/20  RES 20-33
PH-6 Energy Audits	<u>Regulatory Authority</u> § 965.302	<ul style="list-style-type: none"> <li>Allows for delay in due dates of energy audits</li> </ul>	One year beyond 2020 audit deadline	YES	4/22/20 RES 20-33
PH-7 Over-Income Families	<u>Statutory Authority</u> Section 16(a)(5)  <u>Sub-regulatory</u> <u>Guidance</u>	<ul style="list-style-type: none"> <li>Changes to timeframes for determination of over-income</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33

**Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
**(Refer back to the Notice using the item code for a full description and more detailed information.)**

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
	Housing Opportunity Through Modernization Act of 2016: Final Implementation of the Public Housing Income Limit 83 FR 35490, Notice PIH 2019-11				
PH-8 Resident Council Elections	<u>Regulatory Authority</u> § 964.130(a)(1)	<ul style="list-style-type: none"> <li>Provides for delay in resident council elections</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	N/A	
PH-9 Review and Revision of Utility Allowance	<u>Regulatory Authority</u> § 965.507	<ul style="list-style-type: none"> <li>Provides for delay in updating utility allowance schedule</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33
PH-10 Tenant Notifications for Changes to Project Rules and Regulations	<u>Regulatory Authority</u> § 966.5	<ul style="list-style-type: none"> <li>Advance notice not required except for policies related to tenant charges</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33

**Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
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Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
PH-11: Designated Housing Plan Renewals	<u>Statutory Authority:</u> Section 7(f)	<ul style="list-style-type: none"> <li>Extends the Plan's effective period through December 31, 2020, for Plans due to expire between the date of this Notice and December 31, 2020.</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	N/A	
PH-12: Public Housing Agency Annual Self-Inspections	<u>Statutory Authority:</u> Section 6(f)(3)  <u>Regulatory Authority:</u> § 902.20(d)	<ul style="list-style-type: none"> <li>Waives the requirement that the PHA must inspect each project</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	7/22/2020  RES 20-71
11a PHAS	<u>Regulatory Authority</u> 24 CFR Part 902	<ul style="list-style-type: none"> <li>Allows for alternatives related to inspections</li> <li>PHA to retain prior year PHAS score unless requests otherwise</li> </ul>	HUD will resume issuing new PHAS scores starting with PHAs with FYE dates of 3/31/21	YES	7/22/2020  RES 20-71
11b SEMAP	<u>Regulatory Authority</u> 24 CFR Part 985	<ul style="list-style-type: none"> <li>PHA to retain prior year SEMAP score unless requests otherwise</li> </ul>	HUD will resume issuing new SEMAP scores starting with PHAs with FYE dates of 3/31/21	YES	7/22/2020  RES 20-71



**Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
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Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
11c Uniform Financial Reporting Standards: Filing of Financial Reports; Reporting Compliance Dates	<u>Regulatory Authority</u> §§ 5.801(c), 5.801(d)(1)	<ul style="list-style-type: none"> <li>Allows for extensions of financial reporting deadlines</li> </ul>	Varies by PHA FYE	YES	4/22/20  RES 20-33
12a PHA Reporting Requirements on HUD Form 50058	<u>Regulatory Authority</u> 24 CFR Part 908, § 982.158  <u>Sub-regulatory Guidance</u> PIH Notice 2011-65	<ul style="list-style-type: none"> <li>Waives the requirement to submit 50058 within 60 days</li> <li>Alternative requirement to submit within 90 days of the effective date of action</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	4/22/20  RES 20-33
12b Designated Housing Plans: HUD 60-Day Notification	<u>Statutory Authority</u> Section 7(e)(1)	<ul style="list-style-type: none"> <li>Allows for HUD to delay notification about designated housing plan</li> </ul>	<ul style="list-style-type: none"> <li>7/31/20</li> </ul>	N/A	N/A
12c Extension of Deadline for	<u>Statutory Authority</u> Section 9(j)	<ul style="list-style-type: none"> <li>Provides a one-year extension</li> </ul>	For all open Capital Fund grants, one-year extension from the	YES	4/22/20  RES 20-33

**Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
**(Refer back to the Notice using the item code for a full description and more detailed information.)**

<b>Item</b>	<b>Statutory and regulatory waivers</b>	<b>Summary of alternative requirements</b>	<b>Availability Period Ends</b>	<b>Did PHA implement waiver and alternative requirement?</b>	<b>Date of PHA adoption</b>
Programmatic Obligation and Expenditure of Capital Funds	<u>Regulatory Authority</u> § 905.306(d)(5)		obligation and expenditure end dates in LOCCS as of April 10, 2020		

**RESOLUTION #20-72**

**RESOLUTION AUTHORIZING DISPOSITION AND WRITE OFF  
OF EXPENDED PROPERTY**

**WHEREAS**, the Housing Authority of Gloucester County (HAGC) from time to time has physical property which is no longer serviceable for public use; and

**WHEREAS**, HAGC has compiled a list of such unserviceable property, a copy of which is attached hereto and made a part hereof; Estimated Value - Less than \$2,000 for assets, less than \$1,000 for non-asset equipment; and

**WHEREAS**, it is necessary for accounting and inventory purposes to dispose of said property and equipment;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the property listed on attached sheet, by property number if applicable and by description if no property number was issued are hereby declared expended and unserviceable; and

**BE IT FURTHER RESOLVED** that the property and equipment listed may be disposed of in accordance with the HAGC Disposition Policy.

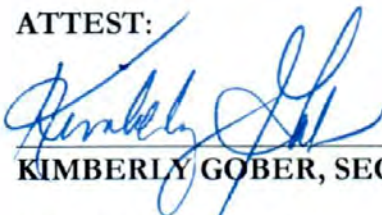
**ADOPTED** at the annual meeting of the Housing Authority of Gloucester County held on the 22<sup>nd</sup> day of July 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**



**KIMBERLY GOBER, SECRETARY**

**DATE: JULY 22, 2020**





## EQUIPMENT WRITE OFFS FOR 2020

Prop #	Description	Model	Reason for Write off	Year Acquired
3180	Refrigerator	LFHT1513LW	Not working	2011

**RESOLUTION #20-73**

**RESOLUTION ESTABLISHING UPDATED  
PAYMENT STANDARDS FOR THE  
HOME TENANT-BASED RENTAL ASSISTANCE PROGRAM**

**WHEREAS**, the U.S. Dept. of Housing & Urban Development has entered into an Annual Contributions Contract (ACC) with the Housing Authority of Gloucester County (HAGC) for the HOME Tenant- Based Rental Assistance Program; and

**WHEREAS**, the HAGC has established a Payment Standard for the operating jurisdiction; and

**WHEREAS**, in accordance with HUD PIH-2018-01, Small Area Fair Market Rents do not apply to any programs other than the Housing Choice Voucher Program (HCV). As such the HOME-Tenant Based Rental Assistance Program shall continue to utilize Metropolitan Area Fair Market Rents, despite the implementation of the Small Area Fair Market Rents for the HCV Program; and

**WHEREAS**, by the Housing Authority of Gloucester County Board of Commissioners, the following Payment Standard for Home Tenant-Based Rental Assistance Program shall be effective 08/01/2020

Bedroom Size	Current PS	Proposed PS	FMR FY2020
0	\$913	\$950	\$864
1	\$1,091	\$1,114	\$1,013
2	\$1,320	\$1,348	\$1,226
3	\$1,652	\$1,680	\$1,528
4	\$1,824	\$1,929	\$1,754

**NOW, THEREFORE, BE IT RESOLVED** that this resolution shall supersede all resolutions establishing Payment Standards for the Home Tenant Based Rental Assistance Program

**ADOPTED** at the annual meeting of the Housing Authority of Gloucester County held on the 22<sup>nd</sup> day of July 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: \_\_\_\_\_

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST: \_\_\_\_\_

KIMBERLY GOBER, SECRETARY

DATE: JULY 22, 2020



**RESOLUTION #20-74**

**RESOLUTION AUTHORIZING THE EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF GLOUCESTER, NEW JERSEY  
AND  
HOUSING AUTHORITY OF GLOUCESTER COUNTY, NEW JERSEY  
AND  
ROWAN COLLEGE OF SOUTH JERSEY, NEW JERSEY  
AND  
THE TOWNSHIP OF DEPTFORD, NEW JERSEY  
CONCERNING THE DEVELOPMENT OF SPECIAL NEEDS HOUSING**

**WHEREAS**, the County of Gloucester, a political subdivision of the State of New Jersey desires to assist the developmentally disabled population of the county by developing housing specifically designed for their special needs in a caring community; and

**WHEREAS**, the County of Gloucester has the requisite expertise and capability through its agency, the Housing Authority of Gloucester County (HAGC) to assist with development, operation, and management of such special needs housing; and

**WHEREAS**, the Bankbridge Development Center (BDC) is a program of the Gloucester County Special Services School District that strives to provide for the development of a functional communication system among its students to increase their social interaction and enhance adaptive behaviors; and, provide purposeful instruction to develop each student's social, behavioral and academic abilities such that they gain the skills necessary to become contributing and functional members of society; and

**WHEREAS**, the BDC is located at 550 Salina Road, immediately to the south and adjacent to the Gloucester County Campus of Rowan College of South Jersey (RCSJ); and

**WHEREAS**, the students of the BDC typically matriculate through the school-based system in their late teens and seek to find housing and employment; and

**WHEREAS**, Rowan College of South Jersey, a fully accredited community college established by the County of Gloucester for the educational needs of its citizens and the citizens of other counties and states located in Deptford Township, is desirous of providing a location for housing a portion of the matriculating BDC population in the Adult Center for Transition (ACT) program whose mission is to prepare young adults with disabilities to become independent, contributing members of society; ACT provides targeted academic, social and vocational education to prepare each graduate in entering the workforce where there will be a need for on its campus thereby providing a level of continuity for the students entering adult lives and for being a potential source of additional education and employment; and



**WHEREAS**, the Township of Deptford fully supports the development of such housing and has adopted a Redevelopment Plan pursuant to the Local Redevelopment and Housing Law which permits the development of such young adult special needs housing on the Gloucester County Campus of Rowan College of South Jersey; and

**WHEREAS**, there also continues to be a substantial need for affordable housing for persons with special needs both in Deptford, Gloucester County, and their three-county housing region that could be partially fulfilled by the development of special needs housing, a program that has received much needed operational support by the NJ Housing and Mortgage Finance Agency through its Low Income Housing Tax Credit program; and

**WHEREAS**, the County of Gloucester, HAGC, RCSJ and the Township of Deptford desire to enter into the attached Memorandum of Understanding concerning the development of special needs housing at RCSJ's Gloucester County Campus.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director be and is hereby authorized and directed to review, approve and execute the attached Memorandum of Understanding concerning the development of special needs housing.

**ADOPTED** at a Meeting of the Housing Authority of Gloucester County, held on the 22<sup>nd</sup> day of July 2020.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

  
**KIMBERLY GOBER, SECRETARY**

**DATED: JULY 22, 2020**

**MEMORANDUM OF UNDERSTANDING**

**THE COUNTY OF GLOUCESTER, NEW JERSEY  
AND  
HOUSING AUTHORITY OF GLOUCESTER COUNTY, NEW JERSEY  
AND  
ROWAN COLLEGE OF SOUTH JERSEY, NEW JERSEY  
AND  
THE TOWNSHIP OF DEPTFORD, NEW JERSEY  
CONCERNING THE DEVELOPMENT OF SPECIAL NEEDS HOUSING**

**WHEREAS**, the County of Gloucester, a political subdivision of the State of New Jersey desires to assist the developmentally disabled population of the county by developing housing specifically designed for their special needs in a caring community; and

**WHEREAS**, the County of Gloucester has the requisite expertise and capability through its agency, the Housing Authority of Gloucester County (HAGC) to assist with development, operating and management of such special needs; and

**WHEREAS**, the Bankbridge Development Center (BDC) is a program of the Gloucester County Special Services School District that strives to provide for the development of a functional communication system among its students to increase their social interaction and enhance adaptive behaviors; and, provide purposeful instruction to develop each student's social, behavioral and academic abilities such that they gain the skills necessary to become contributing and functional members of society; and

**WHEREAS**, the BDC is located at 550 Salina Road, immediately to the south and adjacent to the Gloucester County Campus of Rowan College of South Jersey; and

**WHEREAS**, the students of the BDC typically matriculate through the school-based system in their late teens and seek to find housing and employment; and

**WHEREAS**, Rowan College of South Jersey, a fully accredited community college established by the County of Gloucester for the educational needs of its citizens and the citizens of other counties and states located in Deptford Township, is desirous of providing a location for housing a portion of the matriculating BDC population in the Adult Center for Transition (ACT) program whose mission is to prepare young adults with disabilities to become independent, contributing members of society; ACT provides targeted academic, social and vocational education to prepare each graduate in entering the workforce for which there is a need on its campus thereby providing a level of continuity for the students entering adult lives and for being a potential source of additional education and employment; and

**WHEREAS**, the Township of Deptford fully supports the development of such housing and has adopted a Redevelopment Plan pursuant to the Local Redevelopment and Housing Law which will permit the development of such young adult special needs housing on the Gloucester County Campus of Rowan College of South Jersey; and

**WHEREAS**, there also continues to be a substantial need for affordable housing for persons with special needs both in Deptford, Gloucester County, and their three-county housing region that could be partially fulfilled by the development of special needs housing.

**NOW, THEREFORE BE IT RESOLVED**, in furtherance of mutual covenants between the County of Gloucester, the Housing Authority of Gloucester County, Rowan College of South Jersey and the Township of Deptford, this Memorandum of Understanding between the parties encompasses the following:

- 1) The proposed development will consist of 24 total units of special needs affordable housing. The proposed development may consist of a cluster of different buildings with housing and services and will be located on Block 417, part of Lot 1 in between the BDC fronting on Salina Road and the newly constructed West College Drive. The project is expected to require approximately three acres of land, or eight units per acre.
- 2) Primary funding for the proposed development of special needs affordable housing is anticipated to be either the New Jersey Affordable Housing Trust Fund through the NJ Department of Community Affairs or the New Jersey Housing and Mortgage Finance Agency (NJHMFA) Low Income Housing Tax Credit Program. Secondary sources of funding shall be sought from other typical sources of affordable housing funding, which may include funds from the Federal Home Loan Bank (FHLB), Special Needs Housing Trust Fund through the NJHMFA, and/or the U.S. Department of Housing and Urban Development (HUD). In the event of a shortfall of funding, monies shall be provided by the County of Gloucester or through its development arm, the Gloucester County Improvement Authority, to ensure the development of 24 dwelling units of special needs affordable housing. The final amounts of any shortfall funding provided by the County of Gloucester and/or the Gloucester County Improvement Authority shall be approved by the Gloucester County Board of Chosen Freeholders.
- 3) It is the desire of the parties that the affordable housing produced in this project will meet the rules and standards of the NJ Council on Affordable Housing (COAH) for alternative living arrangement per N.J.A.C. 5:93-5.8 for the deed restriction of such units for a period of at least 30 years and for such other requirements of the NJ Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), as applicable, sufficient for the Township of Deptford to receive credit for such bedrooms and /or dwelling units towards its municipal affordable housing obligation.
- 4) The HAGC will assist Deptford Township in its submission for the declaratory judgment matter under Docket No. GLO-L-0929-15 by preparing full financial proforma(s) and proposed development schedules for the housing project.

- 5) The following preliminary schedule is proposed for the development of such housing:

<b>Activity</b>	<b>Schedule</b>
Create four party agreement pursuant to paragraph 7 of this MOU	Prior to compliance hearing on the HE&FSP*
Develop pro-forma(s) for inclusion in Township fair share plan	Prior to compliance hearing on the HE&FSP
HAGC's professional team prepares site plan/subdivision submission and funding application(s)	2 to 4 months from execution of agreement
HAGC submits and is granted preliminary site plan and subdivision approval	2 to 3 months from submission of preliminary application
HAGC submits for funding	1 month from site plan/subdivision approval
Funding decision/final site plan/subdivision application and approval	4 to 6 months from application
HAGC seeks syndication (if applicable)/ completes financing/architectural drawings completed	4 to 6 months from award of funding
HAGC closes on financing	1 month from completion of financing
Construction starts	1 month from closing
Construction completed	12 months
Total Time	24-32 months

\* - Deptford Housing Element and Fair Share Plan

- 6) The HAGC shall manage the project and may enter into any joint agreement to provide a program of support services to residents including providing an on-site supervisory twenty-four (24) hours a day, seven (7) days a week to serve the needs of residents.
- 7) This Memorandum of Understanding shall be followed by a full agreement among the parties for submission to Superior Court before the date of the hearing on the Township of Deptford's compliance plan for its petition for a judgement of repose in this matter, or as such time is granted by the Court following the issuance of a conditional judgment of repose.



Fully Executed on this \_\_\_\_ day of \_\_\_\_\_, 2020

Attest:

\_\_\_\_\_

\_\_\_\_\_  
ROBERT M. DAMMINGER, DIRECTOR  
BOARD OF CHOSEN FREEHOLDER, COUNTY OF GLOUCESTER

Attest:

\_\_\_\_\_

\_\_\_\_\_  
FREDERICK KEATING, PRESIDENT, FOR THE BOARD OF  
TRUSTEES ROWAN COLLEGE OF SOUTH JERSEY

Attest:

\_\_\_\_\_

\_\_\_\_\_  
KIMBERLY GOBER, EXECUTIVE DIRECTOR  
HOUSING AUTHORITY OF GLOUCESTER COUNTY

Attest:

\_\_\_\_\_

\_\_\_\_\_  
PAUL MEDANY, MAYOR  
TOWNSHIP OF DEPTFORD

## RESOLUTION #20-75

### RESOLUTION APPROVING ONE-TIME COMPENSATION BONUS PAYMENTS TO CERTAIN AUTHORITY EMPLOYEES BASED ON INCREASED HOURS AND RESPONSIBILITIES IN CONNECTION WITH THE AUTHORITY'S RESPONSE TO THE COVID-19 PANDEMIC

**WHEREAS**, the Housing Authority of Gloucester County (Authority) is committed to the health and safety of its residents, employees, and members of the public; and

**WHEREAS**, in response to the COVID-19 pandemic, Governor Murphy declared a State of Emergency and a Public Health Emergency under Executive Order 103, further extended by Executive Orders 119, 138, 151 and 162; and

**WHEREAS**, a "Stay-at-Home" Order was in place between **March 21, 2020** and **June 9, 2020** for State residents, with the exception of Emergency Responders, Public Health Services and Social Services related operations; and

**WHEREAS**, Authority employees, as social services providers, performed critical functions to house families, keep families in their homes, issued vouchers, processed Requests for Tenancy Approvals, completed Interim and Annual Reexaminations, and performed essential maintenance and resident services; and

**WHEREAS**, the Authority recognizes and appreciates the dedication and commitment of its employees during these challenging times;

**WHEREAS**, in recognition of the aforesaid time, increased job responsibilities and performance of critical functions, the Authority wishes to provide employees with a one-time compensation bonus, which shall be equal to **\$1.00** for each hour an employee worked **on site** at all owned and/or managed Authority locations, between **March 21, 2020** and **June 9, 2020**; and

**WHEREAS**, the one-time compensation bonuses shall be commensurate with the hours **worked on site** by each employee, with the exception of the Executive Director, who is a contract employee.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Housing Authority of Gloucester County, as follows:

1. The Authority employees eligible for the bonus shall receive a one-time compensation equal to **\$1.00** for each hour the employee worked **on site** at all owned and/or managed Authority locations, between **March 21, 2020 and June 9, 2020**;
2. Time worked remotely, approved Paid Time Off, approved Sick Time or any other time the employee was not physically present on the premises, whether working or not, will not be eligible for the purpose of the calculation of the bonus.

3. Nothing in this Resolution affects or modifies the aforementioned employees' exempt status under the Fair Labor Standards Act, the New Jersey Wage and Hour Law, and/or any other applicable Federal and State Laws;
4. The one-time compensation bonuses shall not be included as part of the respective employees' base salary.
5. The compensation bonus is provided as a one-time payment to the employees for the reasons set forth herein, and does not create any obligation by the Authority or expectation of the employee that additional bonuses will be paid in Calendar Year 2020 or any other Calendar Year, notwithstanding and regardless of whether the Authority experiences an increase, decrease, or no change in its annual revenue.

**ADOPTED** at the annual meeting of the Housing Authority of Gloucester County held on the 22<sup>nd</sup> day of July 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: \_\_\_\_\_

  
**WILLIAM W. BAIN, JR., CHAIRMAN**

ATTEST: \_\_\_\_\_

  
**KIMBERLY GOBER, SECRETARY**

**DATE: JULY 22, 2020**



**RESOLUTION #20-76**

**RESOLUTION AUTHORIZING UPDATE TO  
COLONIAL PARK APARTMENTS  
MANAGEMENT PLAN**

**WHEREAS**, the Housing Authority of Gloucester County (HAGC), the Seniors Housing Development Corporation of Gloucester County ("SHDCGC") and EMURPHYG Inc. on behalf of Colonial Park L.P. ("CPLP") wish to update the Management Plan relative to the administration of Colonial Park Apartments; and

**WHEREAS**, the Board members have reviewed the Management Plan attached hereto and consent to allow the proposed updates to be implemented; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County the updated Management Plan attached hereto be and is hereby approved.

**ADOPTED** at the annual meeting of the Housing Authority of Gloucester County held on the 22<sup>nd</sup> day of July 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**



**KIMBERLY GOBER, SECRETARY**

**DATE: JULY 22, 2020**



# MANAGEMENT PLAN

## COLONIAL PARK APARTMENTS

401 SOUTH EVERGREEN AVENUE  
WOODBURY, NEW JERSEY 08096



UPDATED  
JULY 22, 2020

Woodbury, NJ 08096

**Owner:** Colonial Park LP  
**Managing Agent:** Seniors Housing Development Corporation (SHDC)

Colonial Park LP is owner of Colonial Park Apartments. Colonial Park Apartments consists of 199 assisted, one-bedroom apartments designated for elderly families, and one unassisted, one-bedroom apartment for the Building Superintendent.

Seniors Housing Development Corporation (SHDC) is an instrumentality of the Housing Authority of Gloucester County (HAGC or the Authority). As an instrumentality of HAGC, the affairs of SHDC are conducted by HAGC.

The Management Plan set forth below, more particularly describes the functions of the Authority. Should there be any discrepancies between this Management Plan and the Management Contract, the Management Contract shall prevail.

The SHDC/Authority shall perform the services as described herein in accordance with the Management Contract, all applicable laws, and all applicable HUD and NJHMFA regulations.

### **PROJECT DESCRIPTION**

Colonial Park is a high-rise building containing all 1-bedroom units with common areas including laundry room facilities and community room and onsite parking. HAGC Management offices are located onsite. The building is smoke-free, with smoking being limited to an outdoor designated area.

The Authority shall operate the Project exclusively for tenants meeting the eligibility criteria, as determined by HUD and in compliance with the HAP contract, the Third Amended and Restated Partnership Agreement of Colonial Park LP, and regulations consistent with properties eligible for low income housing tax credits.

### **MANAGEMENT AND OPERATIONS**

The provisions of this Management Plan shall commence upon the adoption by Board Resolution by the Board of SHDC., HAGC and Colonial Park LP. The administration of Colonial Park Apartments shall be consistent with the rules and regulations established by the U.S. Department of Housing and Urban Development and the NJ Housing and Mortgage Finance Agency.

In the absence of specific rules, regulations, or procedures not addressed by HUD, or the NJFMFA or in this Management Plan the policies and procedures of the Housing Authority of Gloucester County as adopted by the Board of Commissioners of the Authority shall prevail.

The Authority shall operate the Project exclusively for tenants meeting the eligibility criteria, as determined by HUD and in compliance with the HAP contract. The Third Amendment and Restated Partnership Agreement of Colonial Park LP and regulations consistent with properties eligible for low income housing tax credit.

### **EXECUTIVE DIRECTOR**

HAGC shall employ a competent Executive Director who shall be a certified Public Housing Manager, and who shall be responsible for overall administration of the Contract and the Management Plan, including the operating departments of the Authority who will carry out the Plan.

The Executive Director shall supervise all operating departments of Colonial Park Apartments through various managers, act as Contracting Officer, prepare annual budgets, administer reserve and escrow accounts, invest funds, administer insurance program and carry out the overall affairs Colonial Park Apartments. The Executive Director shall, from time to time, meet with and confer with the Colonial Park LP and provide to Colonial Park LP and provide information and reports as may be required.

### **AFFORDABLE HOUSING OPERATIONS DIRECTOR**

The Affordable Housing Operations Director (AHO) shall be responsible for all maintenance, utilities, contracted services, housekeeping, grounds, maintenance, general upkeep and security of the property and its tenants.

The AHO Director shall be responsible for the enforcement of terms/conditions of leases and aid in maintaining full occupancy of the Project.

The AHO Director shall maintain the property consistent with New Jersey State and Federal law. In those instances where major expenses are necessary to carry out requirements of law, the AHO Director shall consult with the Executive Director prior to carrying out the law unless any imminent emergency threatens life or property.

The AHO Director shall review all annual inspections of units and other inspection reports and file same with the Occupancy Specialist Manager for placement into tenant's file. All necessary repairs shall be performed in a timely manner. Tenants shall be charged for damage to their unit in excess of ordinary wear and tear in accordance with a posted schedule or charges.

The AHO Director, or his/her designee, shall conduct an annual inspection of the project in accordance with prevailing requirements and report findings to the Executive Director and take appropriate action to correct maintenance deficiencies found.

The AHO Director shall meet with the Building Superintendent at least once monthly to review work order reports and conduct a walk-through inspection of common areas of the project. Deficiencies in the building inspection or cleanliness or lack of maintenance shall be noted, and the Building Superintendent directed to mitigate the deficiencies.

The AHO Director shall take various actions as directed by the Executive Director and report to the Executive Director regarding the maintenance and condition of the building.

Records shall be retained for a minimum of five (5) years.

## **BUILDING SUPERINTENDENT**

The Building Superintendent shall be responsible for the day to day operations of the project. The Building Superintendent reports to the AHO Director. The Building Superintendent shall supervise a staff which, may consist of:

- a.** Building Maintenance Worker (3)
- b.** Maintenance Repairer (1)
- c.** Part-time Painter (1)
- d.** Security Guards (Unarmed) (5)
- e.** Others as Assigned by the Executive Directors or his/her designee.

The Building Superintendent's daily tasks include, but are not limited to:

- Maintenance of a clean safe building
- Repair/replacement of anything in disrepair
- Management of contracted services
  - Elevator Maintenance
  - Trash Removal
  - Exterminator Service
  - Grounds Maintenance
  - Snow Removal
  - Specialty Contracts
  - Other, as determined by the Executive Director or his/her designee.
- Management of Staff assigned to building operations
- Management, tracking and performance of work orders
- Maintenance of Utilities and building systems
- Enforcement of lease with AHO Director
- Securing quotations for contracted services
- Preparing dwelling units for re-occupancy
- Orienting new tenants to the building and its rules and regulations
- Other duties as encompassed in job description or as assigned.

Each unit shall be inspected at least annually, in accordance with the prevailing inspection standards, the Uniform Physical Conditions Standards (UPCS). The AHO Director shall designate an AHO staff member trained in UPCS to conduct the annual unit inspection. The Building Superintendent shall conduct an inspection at the time a tenant is vacating a unit and at the time a new tenant is taking occupancy of a unit. All inspections shall be recorded, in writing, and remedial actions taken as required.

The Building Superintendent is authorized to make routine decisions independently without consulting the AHO Director. The Building Superintendent shall maintain daily contact with the AHO Director, review actions taken, report problems or needs. Policy decisions shall be deferred to the Executive Director, the HAGC Board and the Board of Seniors Housing Development Corp.



All incoming tenants will be given an orientation packet which explains the responsibilities of the tenants and the managing agent, and which addresses such items as trash removal systems, recycling, security procedures, the appliance in their apartments, dates when rent will be due, persons to contact for service and/or complaints etc. the Superintendent will guide the new tenant through the unit and explain the location and operation of the equipment.

## **MAINTENANCE AND REPAIR**

The HAGC staff will operate a Maintenance and Repair Program. The HAGC has a standard program for preventative maintenance on all equipment. HAGC shall maintain a workshop on site, which will contain replacement parts for equipment, machinery and appliances. When a tenant needs maintenance performed in their apartment, tenant reports the work order through a work order phone number. Work orders are monitored and tracked through the unified work order system. The maintenance staff is expected to remediate work orders as soon as practical, based on priority.

All emergency work orders will be abated immediately, within 24 hours. The history of work orders contained within the work order system shall be reviewed monthly by the Building Superintendent.

After a tenant vacates an apartment, HAGC will repaint the entire apartment and check the appliances, toilets, sinks, etc., to make sure that everything is in proper operating condition. The apartment will be treated by an exterminator, if appropriate, and all defective items repaired or replaced, and the apartment thoroughly cleaned before re-renting.

A painting program will be maintained by the Building Superintendent as supervised by the AHO Director. All vacancies shall be repainted prior to re-occupancy and all other painted surfaces painted every three to five years subject to funding availability. The Building Superintendent will maintain a repainting log.

Trash will be deposited in compactor chute and packaged in a service room on the ground floor.

A recycling program will be in operation.

Grounds upkeep will be by contracted service.

Snow removal will be by contracted service.

Extermination will be by contracted service.

Elevator Maintenance will be by contracted service.

## **COMPENSATION**

Seniors Housing Development Corporation shall earn a monthly management fee, in accordance with the Management Contract, on the first day of each month for the duration of the Management Contract.

## **FINANCIAL MANAGEMENT**

The Executive Director shall oversee the financial operations of the Project, which are administered through the Finance Department. The Finance Director who reports directly to the Executive Director, shall supervise a staff consisting of an Accounts Receivable Clerk, Accounts Payable Technician, Purchasing Technician, and Accountant. The Executive Director shall reserve the right to increase/decrease the staff size of the Finance Department.

The Finance Director will prepare a monthly general ledger and subsidiary ledgers. Monthly, the Finance Director, or his/her designee, shall reconcile all bank accounts, subsidiary ledgers, and accounts to the general ledger and present a summary of such to the Board of Commissioner at the Board meetings.

- Year-end financial statements shall be prepared by the Finance Director within 45 days following the end of the fiscal year.
- All financial records will be retained for five (5) years.
- Records requested by HUD and NJHMFA representatives will be made available upon request.
- Executive Director and Finance Director will meet as necessary to resolve financial matters.
- A Monthly Operating Report (MOR) shall be prepared in NJHMFA format on a monthly basis. The MOR along with all supporting documentation will be submitted to the NJHMFA quarterly.

## **BUDGET**

Prior to the commencement of each fiscal year of Colonial Park LP., the Finance Director shall prepare a budget in NJHFMA format and submit it to the NJHFMA for review and approval at least 60 days prior to year-end.

At least 40 days prior to the commencement of each fiscal year of Colonial Park LP, the Finance Director shall prepare an operating budget of projected revenues and expenditures. The projected revenues shall be at least equal to the projected expenditures. The budgets shall be prepared in accordance with the procedures established by HUD for low income housing projects financed under the Section 8 New Construction Program of the United States Housing Act and any successor legislation thereto, the Low Income Housing Tax Credit Program, and the NJHMFA. Budgets may be amended during the course of a fiscal year in accordance with the provisions and subject to the limitations of the Management Contract.

All budgets, and any subsequent revisions, shall be reviewed by the Executive Director of the Authority. Included in the budget shall be the management fees expected to be paid to the managing partner, the anticipated audit fees, all amounts needed to maintain and operate the Project in accordance with the HAP Contract, the Management Contract and applicable HUD regulations governing the low income housing tax credit program.

## **RENT COLLECTIONS**

The Accounts Receivable Clerk administers rent collections. Monthly, AHO Director, or his/her designee, shall prepare a current rent roll (for the subsequent month), with changes from the prior month indicated and shall file same with Finance Director no later than the last business day of each

month. On or about the 1st day of the month, the Finance Director, or his/her designees, rolls the month (which posts the rent and other charges to tenants' accounts).

Tenant rent may be deposited in designated rent collection box at the project site. Tenants may also pay rent at the Administrative Office of the Authority, 8:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M. Monday- Friday, except legal holidays, which are posted in advance. Upon receipt of funds, a receipt is posted to the respective tenant's subsidiary accounts receivable ledger.

The Accounts Receivable Clerk prepares and makes deposit, within a business day of collection, and posts to the "Daily Statement of Operations" (referred to as the Tenant Analytical) within 24 hours of collection of receipt. Bank deposits may be made in night deposit. The Tenant Analytical functions as a manual control "Accounts Receivable" ledger. The Tenant Analytical is agreed to the electronic accounts receivable ledger each day collections occur.

Partial payments will be accepted; however, payment in full is expected. Tenants who have not paid their rent and other fees by the 13th of the month, having been afforded an informal hearing in accordance with the Authority's Grievance Procedures Policy, will be placed into court for an eviction on the 14th of the month, unless the hearing or other information or activity precludes that action as determined by the AHO Director or Executive Director.

## **PROJECT REVENUE**

The AHO Director, or his/her designee, shall prepare a monthly HUD Form 52670 and 52670A, which requests payment of the project rental assistance on behalf of the tenants, for each respective month. Copies of the 52670 and 52670A are filed with the Executive Director and HUD's Contract Administrator. The AHO Director, or his/her designee, electronically submits, through TRACS Mail, the HUD Forms and appropriate 50059s by the 10<sup>th</sup> day of each month, for the subsequent month. HUD and/or HUD's Contract Administrator transfers the funds directly to the Colonial Park LP Account.

The Authority shall collect Project Revenue, in accordance with the procedures described in "Rent Collections", above, and deposit such revenue into the operating account (a checking account) within three business days. All security deposits shall be deposited into a separate security deposit bank account in accordance with New Jersey State Law.

## **PURCHASES**

Procurement for Colonial Park Apartments will be conducted by the applicable Authority staff in accordance with the controlling documents (such as regulatory agreements and partnership documents) and the NJHMFA's procurements and guidance.

Routine purchases for maintenance and repair of the building fixtures and equipment will be arranged by the a consistent with the Procurement Policy, except that New Jersey Local Public Contracts law does not apply. The Executive Director, as Contracting Officer of the Authority, shall approve certain purchases prior to issuance of purchase order per Procurement Policy.

Non-routine purchases, such as replacement of equipment, betterments, and additions to the structure and equipment shall have the prior approval of Colonial Park LP and shall be subject to availability of funds.

### **ACCOUNTS PAYABLE**

The AHO Director and Finance Director shall approve routine claims for payment. All Accounts Payable will be vouched in manner as prescribed the Authority's Procurement Policy, Procurement Process Cycle, except that New Jersey Local Public Contracts law does not apply. All disbursements shall be in accordance with the current budget. The Accounts Payable Technician shall prepare checks on a weekly basis. The Board of Commissioners of the Authority shall acknowledge all disbursements through review of the interim and routine bill lists at the monthly Board Meetings.

Routine payables of a timely nature may be paid on an interim bill list and include, but are not limited to, utility bills, travel activities for official travel, interfund transfers, payroll, payroll taxes, health benefits, pension fund payment, union dues, and similar payables.

Apportionment of costs shall be consistent with the Authority's Cost Allocation Policy as approved by the Authority's Board of Commissioners.

Checks in excess of \$1,000 require 2 signatures. Also, expenditures in excess of \$25,000 will be forwarded to the NJHMFA for review and pre-approval pursuant to NJFMFA policy.

The Executive Director of the Authority shall obtain prior approval from the Partnership before expending more than \$10,000, in any one instance, for labor, materials, or otherwise in connection with the maintenance and repair of the Project, except for recurring expenses within the limits of the Budget or emergency repairs. In the event of an emergency, the Executive Director, or his designee, shall notify the Partnership of any emergency as soon as possible.

### **AUDIT**

The Executive Director shall request proposals for an independent audit of Colonial Park LP and the Seniors Housing Development Corp., in accordance with the appropriate HUD and NJFMFA and regulatory requirements.

Annually, upon selection of an independent public accountant by the Board of Commissioners, a contract for audit shall be awarded to a responsible firm submitting a proposal. The scope of the audit shall be consistent with Federal and State regulations as revised from time to time. An audit engagement letter will be forwarded to the NJHMFA for review and approval at least six (6) months prior to year-end.

Both the staff of both the Authority and the Partnership shall cooperate with Auditor to conclude audit in the earliest practical time.

The SHDC and Colonial Park LP shall cause the completed audit to be filed with HUD and the NJHMFA following approval of the SHDC or the Audit Committee of the SHDC and/or the Authority's Audit Committee. The annual audit shall be submitted to the NJHMFA within ninety (90) days after year end.



The SHDC, Authority, and Executive Director shall take action to correct any audit finding. Progress in correcting audit findings shall be reported SHDC and the Authority, as requested.

### **WAITING LIST, TENANT SELECTION, AND ASSIGNMENT**

The Authority shall determine eligibility and select and admit applicant families into Colonial Park Apartments in accordance with the terms of the housing assistance payments contract.

The Authority will accept applications on an ongoing basis between the hours of 8:00 am and 5:00 pm on regular business days. The applications may be received by mail or in person at following locations.

Colonial Park Apartments  
401 S. Evergreen Avenue, Woodbury, New Jersey 08096  
Carino Park Apartments  
100 Chestnut Street, Williamstown, New Jersey 08094  
Deptford Park Apartments  
120 Pop Moylan Blvd, Deptford, New Jersey, 08096  
Shepherds Farm Apartments  
981 Grove Road, West Deptford, New Jersey 08086  
Housing Authority of Gloucester County, Administrative Office  
100 Pop Moylan Blvd., Deptford, New Jersey 08096

Applications may be received online through HAGC's website at [www.hagc.org](http://www.hagc.org)

The Intake Supervisor is responsible for maintaining all applications, which are time and date stamped upon receipt. All applicants are placed on a Colonial Park waiting list that is organized by date and time of application, in accordance with the preferences stated below. The waiting list shall indicate whether or not applicants are elderly or disabled and in need of a barrier-free unit.

The administration of the waiting list shall be consistent with the Colonial Park Management Plan and general policies of the Authority. The Executive Director shall have the authority to close the wait list if he/she has determined the average wait to be excessive. The Authority must publish a notice in a newspaper of general circulation providing 30 days-notice of the opening and closing of the wait list. In the case of closing the wait list, the notice must state the reasons why the applications will no longer be accepted.

Applicants with disabilities may submit their applications through an alternative means upon the request of a reasonable accommodation in accordance with this Management Plan.

### **LOCAL PREFERENCE**

A local preference will be given to applicants, whose head or spouse, at the time of registration, are residents of, working, or hired to work in the operating jurisdiction of the Authority. Please note the following with respect to specifically how the local preference shall be administered.

1. An applicant who is a resident of or works in the operating jurisdiction of the Authority on

the day their application is received by the Authority will be eligible for the local preference. If the applicant does not live or work in the operating jurisdiction of the Authority at the time of eligibility determination, they retain the local preference effective the date the application was received by the Authority. The Authority must be able to obtain objective, third party documentation of the residence or employment at the time of application.

2. An applicant who lives and works outside the operating jurisdiction of the Authority is not eligible for the local preference.
3. An applicant, who lives and works outside the operating jurisdiction of the Authority on the day their application is received, will be entitled to the local preference if they notify the Authority in writing that they have moved into or obtained employment in the operating jurisdiction. The applicant must, at the time of eligibility determination, live or work within the operating jurisdiction of the Authority. The Authority must be able to obtain objective, third party documentation that the applicant has moved into or works within the operating jurisdiction of the Authority.
4. An applicant who lives and works outside the operating jurisdiction of the Authority at the time their application is received by the Authority and subsequently notifies the Authority that they have moved into or begun working within the operating jurisdiction of the Authority; but is not a resident of or working within the operating jurisdiction at the time of eligibility determination shall be denied a local preference.
5. An applicant who is homeless will receive a local preference if they can document to the satisfaction of the Authority that they lived or worked in the operating jurisdiction immediately prior to becoming homeless.

Applicants with physical disabilities will be given priority consideration for units with physical modifications suited for their disability. The operating jurisdiction of the Authority is comprised of the following:

- |                            |                            |
|----------------------------|----------------------------|
| 1. Clayton Borough         | 11. National Park          |
| 2. Deptford Township       | 12. Paulsboro              |
| 3. East Greenwich Township | 13. Swedesboro             |
| 4. Elk Township            | 14. Washington Township    |
| 5. Glassboro               | 15. West Deptford Township |
| 6. Greenwich Township      | 16. Westville              |
| 7. Harrison Township       | 17. Woodbury City          |
| 8. Logan Township          | 18. Woodbury Heights       |
| 9. Mantua Township         | 19. Woolwich Township      |
| 10. Monroe Township        | 20. Franklin Township      |

### **PROGRAM ELIGIBILITY**

1. For admission into Colonial Park Apartments, all applicants must meet the definition of an elderly family, which according to HUD means a family whose head or spouse or sole member is a person

who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one person who are at least 62 years of age living with one live-in-aide.

2. Applicants and tenants must disclose social security numbers for all family members in accordance with HUD regulations and HUD guidance.

3. The Authority must require all applicants to complete a **Family Summary Sheet and Declaration of Section 214 Status forms**. The applicant must provide verification that of citizenship and noncitizens must provide proof of immigration status. The Authority will verify the immigration status through INS/SAVE. Applicants may request an appeal in accordance with the Authority's Grievance Procedures Policy with respect to denial/terminations regarding citizenship and immigration status. A temporary deferral shall be granted to the family if one of the following conditions is met.

- The family demonstrates reasonable efforts to find other affordable house of appropriate size have been unsuccessful; or
- The vacancy rate for affordable housing of appropriate size is below 5% in the housing market; or
- The Gloucester County Consolidated Plan indicated the local jurisdiction's housing market lacks sufficient affordable housing opportunities for 1-bedroom households with income similar to the family seeking the deferral.

4. All applicants must meet the eligibility requirements as specified in the Authority's One Strike & You're Out Policy. All applicants will undergo State lifetime sex offender registration checks using databased that check against all state registries.

5. When processing an application, the Authority will conduct an Existing Tenant Search in the Enterprise Income Verification (EIV) system to verify that the applicant and all members of the household are not currently residing in subsidized housing. The Authority will resolve and document any dual subsidy issues prior to occupancy.

6. Applicants whose income does not exceed 60% of the area median income (low-income), for the appropriate family size, as determined by HUD are eligible for assistance. However, in accordance with the Quality Housing and Work Responsibility Act, the admissions into Colonial Park Apts., which are funded under the Section 8 New Construction Program, must adhere to the following income targeting requirements: Not less than 40% of new families admitted must have incomes at or below 30% of the area median income, (extremely-low income family) for the appropriate family size, as determined by HUD. In order to achieve compliance with the income targeting requirements, HAGC shall monitor the waiting list monthly to confirm that the property's waiting list in standard chronological order will achieve the admissions necessary to meet the income targeting requirements of not less than 40% of new families admitted having income at or below 30% of the area median income. If HAGC's monthly review reveals that admission of extremely low-income applicants are below the 40% requirement, HAGC will temporarily skip on the waiting list families with incomes greater than 30% of the area median income. Once the new admissions exceed the 40% requirement, those families that had been temporarily skipped, with incomes greater than 30% of the area median income, but who still meet the other income eligibility criteria as described below, will be selected from the waiting list. The number of families selected from the group that had been temporarily skipped will vary in order

to be in compliance with the requirement that at least 40% of the new families admitted must have incomes at or below 30% of the area median income.

7. In determining the eligibility of a student enrolled at an institution of higher education, the Authority will utilize the “Student Verification Form.”

**8. Other income eligibility criteria:**

- In accordance with the applicable fraction regulations of the Low-Income Housing Tax Credit Program, at any given time, the annual household income for 2 units may not exceed 80% of the area median income.
- The number of families selected from the group that had been temporarily skipped (as described in paragraph (a) above) will vary in order to be in compliance with the requirement that at least 40% of the new admissions must have incomes at or below 30% of the area median income, no more than 25% are at or below 80%, and the remaining new admissions have incomes at or below 50% of the area median income (very low-income).
- The AHO Director, or his/her designee, shall be responsible for monitoring the income targeting requirements. Reports will be generated bimonthly, on the first and third Fridays of each month, to document and monitor compliance with the income targeting requirements.
- Applicants must meet the eligibility requirements of the low-income housing tax credit program to be considered for admission and may be subject to approval of the NJHMFA.

**TENANT SUITABILITY CRITERIA**

Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in non-compliance with the Colonial Park Apartments Lease. The Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family’s admission could reasonably be expected to have detrimental effect on the development environment, other tenants, the Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

The Authority shall utilize an agency to perform credit/criminal checks; prior landlords to check rental history; and a criminal check through the local police on prospective tenants, with the notification and written consent of the prospective tenants. If any negative items are noted by the Authority regarding a prospective tenant, the Authority reserves the right not to house the family.

The Authority will consider objective and reasonable aspects of the family’s background, which may include the following:

1) Applicants past performance in meeting financial obligations, especially rent. The applicant’s FICO score cannot be below 500 if the applicant has a credit history.



- 2) History of recent serious criminal activity, including cases in which a member of the family, who is expected to reside in the household, was, or is engaged in prostitution, sale of narcotics, or serious criminal activity.
- 3) Pattern of violent behavior, including evidence of repeated acts of violence on the part of an individual, or of a pattern of conduct constituting a danger to peaceful occupation of neighbors.
- 4) Confirmed drug addiction, including evidence of confirmed drug addiction, such as record of more than one arrest for possession or use of heroin or other addictive narcotics, or reports from a probation officer, a social agency, or the family itself to the effect that the individual is addicted. In cases where the confirmed addict is undergoing follow-up treatment by a professional agency after discharge from an institution, the applicant shall not be considered ineligible for reason of a confirmed drug addiction.
- 5) Rape or sexual deviation, including individuals who have been involved as offenders in rape, indecent exposure, sodomy, carnal abuse and impairing the morals of a minor. Exception is permitted in the case of an individual under 16 years of age when he was involved in such offense and evidence from a reliable source shows that the individual may be considered rehabilitated.
- 6) A record of serious disturbance to neighbors, which may include items such as patterns of behavior that endanger the life, safety or welfare of other persons by physical violence, gross negligence or irresponsibility. A record of destruction of property which may include items such as damage to the equipment or premises in which the applicant resides. A record of other disruptive or dangerous behavior such as seriously disturbing neighbors or disrupting sound family and community life that indicates the applicant's inability to adapt to living in a multi-family setting. A record of other items which the Authority may consider include neglect of children which endangers their health, safety or welfare, judicial determination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or alcohol abuse or frequent loud parties, which have resulted in serious disturbance to neighbors.

In deciding whether to accept tenancy for the family, the Authority has discretion to consider all of the circumstances in each case and the extent of participation of individual family members. The Authority may impose, as a condition of tenancy, a requirement that family members who participated in or were culpable for the action or failure to act will not reside in the unit.

- 7) The Authority shall also give consideration to the evidence of rehabilitation, the applicant family's participation in or willingness to participate in social service other appropriate counseling service programs.
- 8) The Authority retains the right to perform criminal background checks and unit inspections if determined necessary during the term of tenancy.

### **DENIAL OF ASSISTANCE**

The Authority shall deny assistance to applicant families who do not meet the eligibility or suitability criteria as set forth above, or in HUD Occupancy Handbook 4350.3 REV-3. The AHO Director, or his/her designee, must notify said applicant, in writing, of the denial and the reason for such denial. Applicants may request an informal hearing in accordance with the Authority's Grievance Procedures Policy or One Strike & You're Out Policy, as applicable.

Applications found ineligible for assistance and/or withdrawn for any reason are removed from the active list. These applicants will not be denied the opportunity to file a new application when the waiting list is open. A family cannot receive assistance in more than one assistance program at the same time. Further, Applicant families may be removed from the waiting list for the following reasons:

- If there is no response to the Interview Letter within 10 calendar days of the date of the letter.
- If the family misses 2 scheduled interview appointments.
- If an applicant has notified the Authority, in writing, that they are no longer interested in the program.
- Failure to notify the Authority, in writing, of any address changes.
- The applicant does not meet either the eligibility or suitability criteria for the Program as described in this Policy.
- Applicant was clearly advised of a requirement to notify the Authority of continued interest but has failed to do so.

## **OCCUPANCY STANDARDS/ UNIT ASSIGNMENTS**

It is the intention of this Assignment Policy to maximize the use of assisted dwelling units and to reduce vacancy loss. Once the applicants have been determined eligible, the AHO Department shall make offers to eligible applicants generally in the order the files were determined eligible. The date and time of application function as a tiebreaker for all files determined eligible on the same date.

No more than two persons, which shall include a live-in aide, shall be assigned to a one-bedroom apartment at Colonial Park Apartments. All live-in-aides must be certified as needed as reasonable accommodation and must vacate within thirty (30) days after termination of occupancy of the lessee as a written condition in the applicable lease prior to occupancy by the live-in-aide.

Assignment to units shall be in accordance with income targeting requirements.

## **PREFERENCES**

### **A. Category 1 - 179 Non-Handicapped One Bedroom Apartments**

**FIRST** – In accordance with the income targeting requirements as described above, applicant families whose head or spouse is elderly (age 62 or older) and who qualify for the local preference will first be selected.

**SECOND** – In accordance with the income targeting requirements as described above, applicant families whose head or spouse is elderly (age 62 or older), who do not qualify for the local preference will be selected second.

### **B. Category 2-20 Handicapped (barrier-free) One-Bedroom Apartments**

**FIRST** - Current resident families who are occupying a non-handicapped unit, and by virtue of their current handicapped /disability status require a unit with the special design features available, with documentation of need provided by a qualified medical doctor will first be selected.

**SECOND** – In accordance with the income targeting requirements, as described above, applicants whose head or spouse is handicapped/disabled with a documented mobility impairment requiring the special design features of the unit, and who qualify for the local preference as described above will be selected second. These 20 units shall be assigned to elderly disabled families that need the features of the units.

Documentation of mobility impairment must be provided by a qualified medical doctor.

**THIRD** - In accordance with the income targeting requirements, as described above, applicants whose head or spouse is handicapped/disabled with a documented mobility impairment requiring the special design features of the unit, and who do not qualify for the local preference will be selected third. These 20 units shall be assigned to elderly families that need the features.

Documentation of the mobility impairment must be provided by a qualified medical doctor.

The AHO Director, or his/her designee, shall maintain an ongoing list of files ready for assignment to vacated tenants apartments and shall complete all processing for final preparation for leasing in sequential order in accordance with the above preferences and shall perform applicable credit and criminal checks as required, and shall obtain all applicable tenant certifications. Applicants who do not meet the Authority's tenant suitability criteria for applicable credit, criminal, shall be denied admission upon the discretion of the AHO Director, or his/her designee.

The AHO, or his/her designee, shall make all offers to tenants for specific assignments to units, in writing, and shall maintain a written record all acceptance/rejections of all offers made.

The AHO, or his/her designee, shall prepare all lease documents, review lease and rules with new tenants, arrange for leasing the unit, coordinate leasing with Resident Superintendent and orient tenant to applicable procedures.

If the applicant is ineligible for admission into Colonial Park Apartments, the AHO Director, or his/her designee will notify the applicant in writing, of the ineligibility for the program and state the reasons of such. The applicant will also be notified on the letter of the right to request an informal review in accordance with the Authority's Grievance Procedures Policy. If the applicant is denied admission into Colonial Park Apartments due to negative credit, AHO Director, or his/her designee, also notifies said applicant of the opportunity to contact the consumer reporting agency who furnished the information.

When a waiting list applicant is notified of an available unit, the applicant will be given two (2) opportunities to accept an offer, after the second offer the applicant will be moved to the bottom of the waiting list.

### **TRANSFERS**

Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. A transfer list will be maintained which shall include the date in which the need for a transfer was evidenced by the Authority, number of persons in the unit and unit size.

The order in which families are transferred shall be subject to the hierarchy by category set forth below.

(a) Emergency Transfers are mandatory when the Authority determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life-threatening nature.

(b) Administrative transfers include mandatory transfers to: alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization of units; perform work (e.g., repair, modernization, or lead hazard reduction work); or permit a family that requires a unit with accessible features to occupy such a unit. These transfers shall take priority over new admissions.

Requests for these transfers will be made to the manager with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by the Authority (e.g. moving a person with mobility problems to a unit with accessible features or temporarily moving residents to a unit free of lead-based paint hazards).

Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

#### Good Record Requirement for Transfers

In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years: • have not engaged in criminal activity that threatens the health and safety of residents and staff; • do not owe back rent or other charges, or evidence a pattern of late payment; • meet reasonable housekeeping standards and have no housekeeping lease violations;

### **REEXAMINATIONS OF TENANTS' INCOME/FAMILY COMPOSITION**

All annual and interim reexaminations will be performed in accordance with Federal Laws and Regulations, which includes, but is not limited to, the computations of annual income, monthly adjusted income, and tenant rent. The re-examination, along with other provisions in this section will be performed by the Tenant Interviewer/Investigator.

At least annually, each tenant family's income and family composition will be reexamined. This will constitute the annual reexamination. The AHO Director, or his/her designee, shall conduct all reexaminations commencing approximately 100 days prior to the anniversary date of the tenant's lease. The reexamination shall be conducted as required by the rules and regulations promulgated by HUD, and the NJHMFA as amended from time to time. Tenants are obligated to timely supply all documents requested by the Authority or HUD for use in a regularly scheduled reexamination of family income and composition. Tenants must also supply all required consent forms. All factors impacting tenant rent are subject to verification. For a family with a net assets equal to or less than \$5,000 the Authority will accept, for the purposes of recertification of income, a family declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. The family declaration shall be maintained in the tenant file.



An interim reexamination must be performed for participant families when the tenant reports any of the following circumstances.

1. There is a change in family composition;
2. The family anticipated annual income has decreased.

All interim reexaminations will be performed within a reasonable time, approximately 30 calendar days after the family's request. The effective date of the change in the tenant's rent resulting from an interim reexamination will be the 1<sup>st</sup> of the month succeeding the completed interim reexamination if the tenant rent decreases. If the tenant rent increases, the effective date of the interim reexamination will be the 1<sup>st</sup> of the month after which the family has received 30 calendar days' notice of such increase.

All tenants are required to report all changes of family composition and all changes in income to the Authority, in writing, within 14 calendar days after they occur, even if they would not result in an interim reexamination. The Authority will apply screening criteria on any new family member proposed to move into the unit.

Verification procedures are the same for interim reexaminations and annual reexaminations, except that only the changes need to be verified for the interim evaluations. Also, only the lease addendum and any paperwork related to the information that changed must be signed by the tenant.

The AHO Director, or his/her designee, shall prepare a monthly rent roll with changes from the annual and interim reexaminations on the last business day of each month and file same with the Finance Director as described in tenant rent collections above.

The AHO Director, or his/her designee, shall engage in other activities and prepare other reports from time to time, including, but not limited to; racial characteristics reports, program utilization reports (monthly), utility analysis reports, tenants lists, waiting lists and other activities as assigned.

## **RENTS**

As calculated by the Tenant Interviewer Investigator, in accordance with HUD rules and regulations, all families must pay towards their monthly rent and utilities (the total tenant payment, or TTP) the greater of:

1. 30% of adjusted monthly income, as determined in accordance with regulations established by HUD; or
2. 10% of gross monthly income, as determined in accordance with regulations established by HUD.
3. Minimum rent which is \$25 (included tenant rent plus utility allowance)

The Authority will grant a hardship exemption from payment of the minimum rent if the family is unable to pay such rent as a result of financial hardship. Financial hardships shall be verified by the TII and include the following:

- The family has lost eligibility for or is awaiting an eligibility determination for a Federal State, or local assistance program
- The family would be evicted as a result of the imposition of the minimum rent requirement

- The family's income has decreased as a result of changed circumstances, including loss of employment
- A death in the family has occurred; or
- Other circumstances as determined on a case by case basis.

If the minimum rent requirement is imposed on the family and the family requests a hardship exemption, the Authority will suspend the minimum rent requirement beginning the first month following the family's request.

The Authority will determine, through verification procedures that the family's situation is in fact a financial hardship that meets one of the above criteria and whether it is of a temporary or long-term nature.

If the verified financial hardship is considered "temporary", the Authority will not impose the minimum rent for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be retroactively imposed to the time of suspension. The Authority will offer the family a repayment agreement for the amount of back rent owed.

If the verified financial hardship is considered "long term", the Authority will not impose the minimum rent requirement for the duration of the financial hardship.

If through the verification procedures, the Authority determines that there is not a financial hardship in accordance with the above criteria, the Authority will reinstate the minimum rent including the back payment from the time the suspension began. The Authority will offer the family a repayment agreement for the amount of back rent owed.

The family may appeal determination regarding a financial hardship exemption in accordance with the Authority's Grievance Procedures Policy. However, the family would be exempt from the escrow deposit required in the policy for appeals related to financial hardship exemptions related to the minimum rent requirements.

### **LEASE COMPLIANCE**

Tenants shall be governed by the terms of the Lease Agreement including all house rules, the Authority's Pet Policy, and the Authority's Smoke-Free Policy. The Authority's rights to remove or terminate assistance is established in the lease provisions. A resident family must notify the Authority when overnight guests will be staying in the unit for more than 7 days. A guest can remain in the unit no longer than 14 days in a 12 month period. A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days).

The lease used shall meet with the approval of HUD, as revised from time to time. The form the lease shall not be unnecessarily punitive and shall be consistent with Federal and State Law.

### **VAWA**

The Authority shall comply with the requirements of the Violence Against Women's Act, VAWA in accordance with the Authority's Violence Against Women Reauthorization Act Policy.

## **SECURITY DEPOSITS**

The Authority will collect, deposit and disburse security deposits in accordance with the terms of the lease and the governing provisions of all applicable laws of the State of New Jersey with respect to residential dwelling units and will provide the requisite notices to tenants regarding the same. The amount of each security deposit will be equal to one month's total tenant payment on the particular unit being leased. Security deposits will be deposited by the Agent in individual accounts, within a master interest-bearing account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an agency of the United States Government. Interest earned will be credited to each tenant's deposit in accordance with the laws of the State of New Jersey. Refunds of security deposits will be made in accordance with the law of the State of New Jersey.

## **NON-DISCRIMINATION POLICY**

Federal laws require the Authority to treat all applicants and tenant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. The Authority will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including, but not limited to:

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination;
- Executive Order 11063;
- Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
- The Age Discrimination Act of 1975, which establishes certain rights of the elderly;
- Title II of the Americans with Disabilities Act of 1990 (ADA) which requires that the Authority to provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces;
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012 and further clarified in Notice PIH 2014-20
- The Violence against Women Act of 2013 (VAWA)
- Any applicable State laws or local ordinances, and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

The Authority shall not, on account of race, color, national origin, sex, religion, familial status, or disability: (a) Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs; (b) Provide anyone housing that is different (of lower quality) from that to provided others; (c) Subject anyone to segregation or disparate treatment; (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program; (e) Treat anyone differently in determining eligibility or other requirements for admission; (f) Deny anyone access to the same level of services ii; or (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

The Authority shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed. Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.

The Authority will correct situations or procedures that create a barrier to equal housing opportunity for all to permit people with disabilities to take full advantage of the PHA's housing program and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988. The Authority will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP). LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English.

The Authority is committed to full compliance with applicable Civil Rights laws, the Authority will provide Federal/State/local information to applicants/tenants of the Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. If an applicant/tenant family believes that any family member has been discriminated against by the Authority, the family should advise the Authority. HUD requires the Authority to make every reasonable attempt to determine whether the applicant or tenant family's assertions have merit and take any warranted corrective action. The Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Authority will also assist them in completing the forms if requested and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

Upon receipt of a housing discrimination complaint, the Authority is required to: Provide written notice of the complaint to those alleged and inform the complainant that such notice was made; Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted and keep a record of all complaints, investigations, notices, and corrective actions.

### **Policies Related to Persons with Disabilities**

The Authority is committed to ensuring that the policies and procedures of its programs do not deny individuals with disabilities the opportunity to participate in, or benefit from, those programs. The Authority is also committed to ensuring that its policies and procedures do not otherwise discriminate, on the basis of disability, in connection with the operation of those programs, services and activities.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice or program that provides a qualified individual with a disability the opportunity to participate in or benefit from one of the Authority's programs.

a. Definitions

A person with a disability, as defined by the Federal Fair Housing Act, is an individual who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment or is regarded as having such an impairment. As used in this definition, the phrase "physical or mental impairment" includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. 24 C.F.R. § 100.201.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing and learning. 24 C.F.R. § 100.201.

The definition of disability does not include: current users of illegal controlled substances, people whose alcohol use interferes with the rights of other, a person with any disability whose tenancy poses a direct threat to the health or safety of others unless that threat can be controlled with a reasonable accommodation, Juvenile offenders and sex offenders by virtue of that status are not persons with disabilities protected by the Fair Housing Act.

b. Requesting a Reasonable Accommodation

A person with a disability may request a reasonable accommodation at any time. The individual, The Authority, or another person identified by the individual, must reduce all requests for reasonable accommodation(s) to writing. The person must explain what type of accommodation is required to provide the person with the disability full access to the Authority's programs and services. Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the needs of the individual.



c. Verification of Reasonable Accommodation Request

Before providing an accommodation, the Authority must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the Authority programs and services. The Authority will request third-party verification to support the need for a reasonable accommodation. Third-party verification must be obtained from a Qualified Individual. A Qualified Individual can be a doctor or other medical professional, a peer support group, a non-medical service agency, a caseworker, a vocational/rehab specialist, counselor, or a reliable third party who is in a position to know about the individual's disability. The Authority must request only information that is necessary to evaluate the disability-related need for the accommodation. The Authority will not inquire about the nature or extent of any disability. In the event that the Authority does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, the Authority will dispose of it. In place of the information, the Authority will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information.

In addition, the Authority may request that the individual, or the individual's health care provider, provide suggested reasonable accommodations. If a person's disability is obvious, or otherwise known to the Authority, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required.

d. Denial of Request for Reasonable Accommodation

The Authority can deny a request for reasonable accommodation if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the accommodation. Further, a requested accommodation can be denied if one of the following would occur as a result: A violation of state and/or federal law; A fundamental alteration in the nature of the Authority's housing program; An undue financial and administrative burden on the Authority. All denials will be reduced in writing and will identify the reason for the denial. In the event the accommodation is denied, the Authority will discuss with the requester whether there is an alternative accommodation that would effectively address the requester's disability-related need without a fundamental alteration of the Authority's operation and without imposing an undue burden.

## **FAIR HOUSING, EQUAL OPPORTUNITY AND PROJECT MARKETING**

Marketing of units shall be undertaken from time to time consistent with the Affirmative Fair Housing Plan, as approved by HUD.

When needed, advertisement of availability of apartments will be in the South Jersey Times, on HAGC's website and, as applicable, other newspapers of general circulation in the County.

Circulars or copies of the pro forma ad will be circulated to a wide variety of advocates for assisted housing in Gloucester County.

Advertising and marketing shall display the Fair Housing logo and marketing and registration of cases shall be conducted without regard to race, religion, color, sex, national origin, familial status, or disability.

All hiring of staff will be conducted consistent with the Personnel Policy of the Authority, as revised from time to time, and shall be consistent with the Fair Housing Equal Opportunity Plan hiring practices.

Principal hiring tasks will be conducted by the Human Resources Director with selection of employees by the Departmental Manager/Supervisor, and final approval/disapproval by the Executive Director.

The Authority shall operate the development in compliance with Federal Fair Housing Laws, Civil Rights, and Nondiscrimination Requirements as applicable, including but not limited to Section 504 of the Rehabilitation Act of 1973, The Fair Housing Act, and Title VI of the Civil Rights Act of 1964.

### **TENANT RELATIONS**

Tenant grievances will be handled in accordance with the Authority's Grievance Procedures Policy. Management will be instructed to be receptive to each tenant's complaint and to take affirmative steps to help the resident recognize the fact that management is aware of tenant's problem or concern and the interests of the tenant.

Tenant requests for services will be accepted courteously and in a friendly manner. All reasonable requests will be recorded and promptly and efficiently addressed by management. Primary responsibility for addressing tenant requests is vested in the Superintendent. The AHO Director and Executive Director, as required, shall oversee all tenant relations.

The Authority encourages the formation of resident organizations/council. Management staff shall meet with tenant's organization and their duly elected representatives from time to time to deal with matters of concern as expressed to tenants and engage in resident education and community interaction.

### **SOCIAL SERVICES**

To the extent financially feasible, the Authority will operate a Congregate Services Program offering meals, housekeeping needs and shopping and laundry services to qualified tenants on a fee for services basis, with subsidies as are available to aid in reduced tenant cost.

The Congregate Services Coordinator shall be responsible for the Congregate Services Program.

The program, as administered, shall conform to Congregate Program rules promulgated by the N.J. Dept. of Community Affairs.

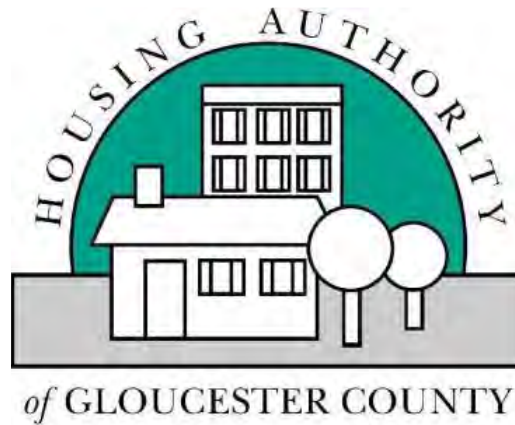
Supplemental activities may include a monthly newsletter, menu, painting program, shuffleboard league, craft activities, guest speakers, entertainment and social events.

Tenants are encouraged to utilize the services of Visiting Homemaker, Visiting Nurses, Dept. of Aging, Senior Citizen Meals Program, Food Stamps, Transportation services (shuttle bus) and related services.

Additionally, the Resident Relations Coordinator assists the tenants and the Resident Organization with the use of the Commons Room and planning various social events.

### **ADMINISTRATIVE POLICY**

The Administration Colonial Park Apartment shall be consistent with the rules and regulations established by the U.S. Dept. of Housing & Urban Development. In the absence of specific rules or matters not addressed in this Management Plan, the policies of the Housing Authority of Gloucester County as adopted by the Board of Commissioners of the Authority shall prevail. In the event of a conflict between the established policies and current laws or regulations, the current, applicable laws and regulations shall prevail.



## PET POLICY

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

COLONIAL PARK APARTMENTS  
DEPTFORD PARK APARTMENTS  
CARINO PARK APARTMENTS  
NANCY J. ELKIS SENIORS HOUSING  
SHEPHERD'S FARM SENIOR HOUSING  
PROJECT 204-1, SINGLE-FAMILY DWELLING UNITS

## **I. Preamble**

This Pet Policy provides the Housing Authority of Gloucester County's ("The Authority") rules and conditions under which a pet may be kept in properties owned or managed by the Authority. The primary purpose of these rules is to establish reasonable requirements for keeping common household pets in order to provide a decent, safe and sanitary environment for existing and prospective tenants, Authority employees, and the public, and to preserve the physical condition of the Authority's property.

This Policy is established in accordance with the following Federal Regulations:

*24 CFR 960, Subpart G  
24 CFR Part 5, Subpart C*

Violation of this Policy may be grounds for removal of the pet or termination of the pet owner's tenancy (or both), in accordance with the provisions of this Policy, the Lease, and applicable regulations and State or local law.

## **II. Definition of Pet**

For the purposes of this Policy, pets are defined as:

- A. Domesticated dogs not exceeding 25 pounds in weight and meeting other requirements of this Policy.
- B. Domesticated cats not exceeding 25 pounds in weight and meeting other requirements of this Policy.
- C. Fish in approved tank not exceeding 20 gallons of water.
- D. Domesticated, caged, small birds in approved cage.

No other living creature shall be considered a pet for the purposes of this Policy. The Authority may, within its discretion, approve domesticated dogs or cats over the above weight limits who otherwise meet the requirements of this Policy.

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability OR are animals that provide emotional support that alleviate one or more identified symptoms or effects of a person's disability. Assistance animals are a type of reasonable accommodation for individuals with disabilities. As such, documentation to demonstrate the connection between the benefit that the animal provides and the need of the person is necessary. Animals that are required as a reasonable accommodation to assist, support, or provide service to persons with disabilities are not defined as pets.



**III. Definition of “Elderly or Disabled family” and “Project for the Elderly or Persons with Disabilities”**

For purposes of implementing this Pet Policy, the Authority shall apply the definitions of ‘elderly or disabled family’ and “Project for the Elderly or persons with disabilities” as contained within 24 CFR 5.306, Definitions.

**IV. Pet Permit Application**

- A. Tenants who wish to apply for a Pet Permit must file an application for a Pet Permit with the Authority. Applications will be processed on a first-come, first-served basis.
- B. Those who have a history of poor housekeeping and/or damaging Authority owned/managed property will be denied a Pet Permit for a period of one year from the date of the application. Reconsideration for a pet permit will be given if the tenant has no housekeeping or damage violations for 12 consecutive months.
- C. Those who have been found to violate their lease by having a pet on the premises without a valid Pet Permit shall be denied a Pet Permit for a period of one year from the date of the violation.

**V. Conditions for Issuance of a Pet Permit**

For dogs and cats only:

- A. With the exception of the elderly and disabled as defined in 24 CFR 5.306, the applicant must file a Certificate of Insurance with the Authority certifying that applicant has renter's insurance with liability and property damage coverage. Insurance must remain in effect for the life of the pet permit. Renters may request a waiver of this requirement in writing to the Executive Director.
- B. The applicant must provide proof, each year, of Municipal Registration of the pet in accordance with NJ State Law and local ordinance.
- C. Applicant must provide proof from a licensed veterinarian or a state or local authority empowered to inoculate animals, each year, that the pet is in good health and has been inoculated for distemper and rabies; and information sufficient to identify pet and demonstrate it is a common household pet. The Authority shall also accept a Certification of Exemption From Vaccination form from a veterinarian who certifies in writing that the pet is incapable of being inoculated because of infirmity, other physical condition, or regimen of therapy as provided by the regulations of the State of New Jersey Department of Health.
- D. Prior to issuance of Pet Permit, applicant agrees to post a pet security deposit of \$300.00 for each dog or cat. For the elderly and disabled, the fee shall be \$100. Any balance of the pet security deposit will be refunded to the tenant after the tenant moves or no longer owns the pet. Total pet security deposit may be paid over time. Initial amount of \$50.00 is due when

pet is brought into unit. Subsequent monthly payments of \$10 per month must be made until the total requirement has been satisfied.

- E. The pet deposit may be used to pay reasonable expenses directly related to the presence of the pet on the property. Such expenses would include, but not be limited to, the cost of repairs and replacement to unit, fumigation of the unit, and the cost of animal care facilities
- F. Tenants will be charged a separate waste removal penalty fee, of \$5.00 per occurrence, for failure to comply with pet rule on waste removal. See Pet Management
- G. For single-family dwelling units (Project 204-1, EHOs, 501 Properties), the tenant shall pay a non-refundable monthly fee of \$5.00 to cover the costs relating to the presence of pets. (This fee is not applicable to Colonial Park, Carino Park, Deptford Park, Shepherd's Farm or Nancy J. Elkins Seniors Housing because they are projects designated for elderly/disabled residents.)

For all pets, as defined in this Policy:

- A. The applicant must sign a statement that said applicant assumes all personal financial responsibility for damage to any personal property and property owned/managed by the Authority or any of its affiliates caused by the pet and said applicant assumes personal responsibility for personal injury to any party caused by said pet.
- B. Applicant must certify and agree to the general terms and conditions of the management of said pet and acknowledge that the Pet Permit can be revoked for failure to follow pet management rules.
- C. Prior to issuance of Pet Permit, applicant agrees to sign a statement that applicant has read and understands the Pet Policy and agrees to amend the lease accordingly.
- D. As part of the application process for a Pet Permit, the applicant must file a "Pet Emergency Care Plan" in case applicant is unable to care for said pet in an emergency. This plan must empower the Authority, or any of its affiliates, as applicable, to transfer the responsibility of the pet to an approved friend or relative of the applicant that is off the premises of the project.

#### VI. **Pet Management Plan**

- A. Only one Pet Permit will be issued per dwelling unit.
- B. An individual Pet Permit may only be issued for one dog, or one cat, or one 20 gallon fish tank, or one bird cage.
- C. Pets must be confined to apartment unless on a leash or appropriately and effectively restrained for the high-rise buildings only.
- D. Pets shall not wander without appropriate and effective restraints in common areas of the building or on the grounds or at any time.

- E. In the event that the tenant leaves the building or property in an emergency, the pet is to be provided for in accordance with the "Pet Emergency Care Plan" within 24 hours of departure of said tenant.
- F. Tenant shall be responsible to maintain the dwelling unit free of flea infestation. All cost associated with the treatment of fleas and/or ticks shall be the responsibility of the tenant.
- G. Tenant acknowledges responsibility for the cleanliness of pets and removal of pet waste from building daily by:

- 1. Placing cat litter waste into bag and into trash chute or outside trash can.
- 2. Placing dog on leash and taking dog to established "Pet Relief Area" as designated in the high-rise buildings only. Tenants are responsible to remove and properly dispose of all removable pet waste from the Pet Relief Area.

*Note: Tenants are not to store pet waste in their apartment/house or flush pet waste with "kitty litter" down the toilet, sinks, or bathtubs.*

- 3. Pet owners must own a vacuum cleaner and clean up pet residue (odor, hair, seeds, feathers, water) daily. Dwelling units must be kept clean and free of odors at all times.
- 4. Pet owners must prevent pets from damaging property (within apartment/house, common areas, grounds or personal property of others), and assume all liability regardless of fault in cases where said pet contributes to or causes property damage or personal damage in accordance with New Jersey state and local law.
- 5. Tenant agrees to manage pet in such a way that it does not contribute to complaints from other tenants or neighbors regarding behavior and/or activities of said pet.
- 6. Tenant must certify that pet is not pregnant and has been spayed or neutered if pet is a cat and spayed if pet is a female dog. If pet is a young cat or dog, tenant must agree to have the pet spayed or neutered as soon as the pet reaches the minimum age for being spayed or neutered and to provide the management with certification of the procedure.
- 7. Tenant agrees to keep property free of dog/cat waste.
- 8. Tenant agrees to provide for the adequate care, nutrition, exercise and medical attention for their pets.
- 9. Tenant agrees that no pet shall be tied up, chained, or otherwise tethered anywhere on Authority property and left unattended for any amount of time,
- 10. Bird cages are not permitted to be attached to ceilings.

## VII. Pet Control

Tenant must keep pet appropriately and effectively restrained and under the control of a responsible adult while in public and on common areas of the premises. For single-family dwelling units (Project 204-1 only), pets shall not be left unattended outside of the dwelling unit unless in a fenced enclosure approved by management.

Tenant must not permit pet to defecate or urinates in a dwelling unit, on common areas, or on the undesignated grounds.

## IX. Inspection of Dwelling Unit

Tenant agrees, as a condition of accepting the Pet Permit, that tenant's dwelling unit will be available for inspection of compliance with Pet Policy at any time during working hours on thirty (30) minute notice.

Damages caused by the pet, as determined by inspection, shall be repaired/replaced by management at the time the damages are discovered. Tenant will be billed for full repair/replacement and labor cost at time of repair.

## X. Petition of Removal

The Executive Director, or his/her designee, may require pet owners to remove their pets upon the petition of two (2) or more neighboring residents who allege a complaint against the pet owner for non-compliance with the Pet Policy. The tenant will be afforded a fair hearing on said infraction with the Executive Director, or his/her designee. The tenant must abide by determination of said hearing, which may include removal of the pet within 72 hours.

## XI. Revocation of Pet Permit

A. Revocation of Pet Permit may occur upon the occasion of the following conditions:

1. Upon death of pet;
2. Upon permanent removal of pet from the apartment/house;
3. For non-payment of the monthly security deposit installment in accordance with Conditions for Issuance of a Pet Permit.

B. Upon determination by management of the Authority, that the following conditions may be considered cause for revocation:

1. Pet has caused damage to any dwelling unit, common areas, personal property or persons.
2. Pet has bitten, scratched or caused injury to any person.

3. Pet makes animal sounds that are generally annoying to tenants, neighbors or Authority management, for example, barking dog or loud meowing cat.
4. Pet defecates or urinates in a dwelling unit, on common areas, or on the undesignated grounds.
5. Pet is found out of control of tenant; a) dog off leash; b) cat running loose; c) bird not caged.
6. Upon expiration of municipal animal license, unless renewed.
7. Upon expiration of inoculation unless current inoculation status is recertified.
8. Upon determination by the Authority that the pet is a danger and hazard to the health and safety of tenants, management, employees and/or guests of the Authority.
9. Upon determination by the Authority that the pet is not being cared for adequately by tenant, including but not limited to tenant's failure to feed, groom or exercise the pet such that the pet's wellbeing is harmed.

Written notice of a permit revocation will be served on the pet owner in writing 10 (ten) days before the effective date. The Notice shall include a brief factual statement of the violation. The tenant will be afforded a fair hearing with the Executive Director or his/her designee. The tenant must abide by determination of said hearing, which may include removal of the pet within 72 hours.

#### XIV. Death of Pet

The tenant shall be responsible for arranging for burial or other disposal, off the premises, of pets in the event of death of the pet. Tenant shall notify the Authority of any pet death within 10 calendar days.

#### XIV. Pet Temporarily on Premises

Pets which are not owned by a tenant will not be allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

#### XIV. Absence of Tenant

The tenant shall supply the name, address and phone number of two responsible parties who will care for the pet if the pet owner dies, is incapacitated or is otherwise unable to care for the pet. If the responsible party is unwilling or unable to care for the pet or if the Authority, after reasonable efforts, cannot contact the responsible party the Authority may contact the appropriate state or local agency and request the removal of the pet. Any cost to remove the animal will be a charge to the tenant.

#### XIV. Emergencies

The Authority will take all necessary steps to ensure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate state or local entity authorized to remove such animals. Any cost to remove the animal will be a charge to the tenant owner.



PET PERMIT APPLICATION

Project Name \_\_\_\_\_ Date \_\_\_\_\_

Tenant Name \_\_\_\_\_ Apt # \_\_\_\_\_

Type of permit requested: Bird \_\_\_\_\_ Fish \_\_\_\_\_ Cat \_\_\_\_\_ Dog \_\_\_\_\_

Weight of the Cat/Dog \_\_\_\_\_

Breed of the Pet \_\_\_\_\_

Size of Fish Tank \_\_\_\_\_

IF CAT: Declawed \_\_\_\_\_ Not Declawed \_\_\_\_\_

Date pet is expected to be brought to the apartment \_\_\_\_\_

Pet Security Deposit is required as follows. Payment must be made in accordance with the Pet Policy.

204-1 Family Dwelling Units = \$300

Elderly/Disabled = \$100.00

Applicant agrees to comply with the terms of the Pet Policy. Applicant agrees to attach a photograph of the pet to this application.

By: \_\_\_\_\_  
Tenant

**DO NOT WRITE BELOW THIS LINE**

\_\_\_\_\_  
Date application received: \_\_\_\_\_ By: \_\_\_\_\_

Policy explained to tenant by: \_\_\_\_\_

Amount of Pet Security Deposit: \_\_\_\_\_

Apartment inspected for housekeeping Yes \_\_\_\_\_ No \_\_\_\_\_

Approved by: \_\_\_\_\_

Rejected by: \_\_\_\_\_

Reason for rejection: \_\_\_\_\_

Date Permit issued: \_\_\_\_\_ Permit# \_\_\_\_\_

## LEASE ADDENDUM

TENANT \_\_\_\_\_ PROJECT \_\_\_\_\_ PET PERMIT  
# \_\_\_\_\_

1. \_\_\_\_\_ Parties and Dwelling Unit:

The parties of this permit are the Housing Authority of Gloucester County, referred to as the management/landlord and \_\_\_\_\_ referred to as the tenant.

The landlord leases to the tenant unit number \_\_\_\_\_ located at \_\_\_\_\_  
\_\_\_\_\_.

2. \_\_\_\_\_ Length of Time (Term):

The term of this permit shall begin on \_\_\_\_\_ and end in accordance with the provisions of the Pet Policy.

3. \_\_\_\_\_ Waste Removal Charge:

The tenant agrees to pay \$5.00 each occurrence as a separate pet waste removal penalty for failure to comply with pet rule on waste removal.

4. \_\_\_\_\_ Pet Security Deposit:

The tenant has an initial pet security deposit in the amount of \$ \_\_\_\_\_ with the landlord. The tenant will continue to pay the landlord \$10 per month, due on the 1<sup>st</sup> of each month, until the total pet security deposit amount is equal to \$100 or \$300. The landlord will hold the pet security deposit for the period tenant occupies the unit. After the tenant has moved from the unit, the landlord will determine whether the tenant is eligible for a refund of any or all of the Pet Security Deposit and make such refund within thirty (30) days. The pet security deposit will be held at Fulton Bank of New Jersey, in

Account # \_\_\_\_\_, which shall be an interest bearing account.

5. \_\_\_\_\_ Tenant agrees to obtain renter's insurance with liability and property damage coverage prior to issuance of the Pet Permit and to keep insurance current so long as the pet resides in the unit. (This requirement is not applicable and "elderly or disabled family" and/or "Project for the Elderly or persons with disabilities")

6. \_\_\_\_\_ Tenant agrees to file a copy of any Municipal Registration or license with the landlord and to keep same current.

7. \_\_\_\_ Tenant agrees to keep the pet properly inoculated for rabies and distemper and to provide landlord proof that such inoculations or vaccinations are current. The Authority shall also accept a Certification of Exemption From Vaccination form from a veterinarian who certifies in writing that the pet is incapable of being inoculated because of infirmity, other physical condition, or regimen of therapy as provided by the regulations of the State of New Jersey Department of Health.
8. \_\_\_\_ Tenant agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet, and assumes personal responsibility for personal injury to any party caused by the pet, in accordance with State and Local law.
9. \_\_\_\_ Tenant hereby certifies and agrees to the general terms and conditions of the management and understands and acknowledges that the Pet Permit can be revoked for failure to follow and abide by the Pet Policy.
10. \_\_\_\_ Tenant agrees, in the event it becomes necessary for the landlord to retain or hire a lawyer to represent the landlord for the purpose of advising, preparing for, conducting an action for eviction of the tenant, or collection of pet damages, the tenant shall be obligated to pay and be liable to the landlord for the payment of all reasonable lawyer fees and court costs and shall be considered to be additional rent due and owing, upon the presenting of a bill for same to the tenant, if the landlord prevails in the action.
11. \_\_\_\_ The tenant has read and understands the Pet Policy and agrees to amend the lease accordingly.
12. \_\_\_\_ Tenant agrees and understands that the Pet Policy is part of the lease and this permit.
13. \_\_\_\_ Tenant agrees to file a "Pet Emergency Care Plan" with the landlord and agrees to hold the landlord and employees harmless of any liability in connection with the Pet Emergency Care Plan.
14. \_\_\_\_ Tenant agrees to pay for any and all costs for the care of the pet in the pet care facility, if it becomes necessary,
15. \_\_\_\_ Tenant agrees to any reasonable changes in the Pet Management Rules that may occur in the future.
16. \_\_\_\_ Tenant agrees to make the apartment available for inspection, during normal working hours, upon thirty (30) minute notice.
17. \_\_\_\_ Tenant agrees to have pet use outside pet relief area, if pet is dog or cat, or cats may use approved kitty litter container in apartment. Tenant further agrees to pay \$5.00 per occurrence for the cost of any clean up as the result of "accidents" by pet or for the failure of the tenant to clean up and properly dispose of any removable waste from the designated pet relief area.

18. \_\_\_\_ Tenant agrees to dispose of pet waste and kitty litter by placing in bags and putting bag in trash chute or exterior trash bin daily.

19. \_\_\_\_ For single-family dwelling units, the tenant agrees to pay a non-refundable monthly fee of \$5.00 to cover the costs relating to the presence of pets. (This fee is not applicable to Colonial Park, Carino Park, Deptford Park, or Nancy J. Elkins Seniors Housing because they are projects designated for elderly/disabled residents.)

20. \_\_\_\_ Description of Pet: \_\_\_\_\_

LEASE ADDENDUM

As a condition of application for a Pet Permit issued on \_\_\_\_\_

I, \_\_\_\_\_, understand and agree to the Terms and Conditions of the Pet Policy.

Landlord – Sign and Date \_\_\_\_\_

Tenant – Sign and Date \_\_\_\_\_

**Pet Emergency Care Plan:**

Project Name \_\_\_\_\_ Date \_\_\_\_\_  
Tenant Name \_\_\_\_\_ Apt # \_\_\_\_\_  
Type of Animal: Bird \_\_\_\_\_ Fish \_\_\_\_\_ Cat \_\_\_\_\_ Dog \_\_\_\_\_  
IF CAT: Declawed \_\_\_\_\_ Not Declawed \_\_\_\_\_  
Weight of the Cat/Dog \_\_\_\_\_  
Breed of the Pet \_\_\_\_\_  
Size of Fish Tank \_\_\_\_\_

**RESPONSIBLE PERSON 1**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Relationship: \_\_\_\_\_

**RESPONSIBLE PERSON 2**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Relationship: \_\_\_\_\_

I \_\_\_\_\_ certify that the above named individuals will care for my pet in the event I die, become incapacitated, or otherwise become unable to care for the pet. I agree that if the above named individuals are unable to care for the pet or if the Authority, after reasonable efforts, cannot contact the responsible parties, the Authority may contact the appropriate state or local agency and request the removal of the pet. Any cost to remove the animal will be a charge to me.

By: \_\_\_\_\_  
Tenant



**RESOLUTION #20-77**

**RESOLUTION AUTHORIZING UPDATE TO  
NANCY J ELKIS SENIOR HOUSING APARTMENTS  
MANAGEMENT PLAN**

**WHEREAS**, the Housing Authority of Gloucester County (HAGC) and Pop Moylan Urban Redevelopment Company, LLC (PMURC) wish to update the Management Plan relative to the administration of Nancy J. Elkis Senior Apartments; and

**WHEREAS**, the Board members have reviewed the Management Plan attached hereto and consent to allow the proposed updates to be implemented; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County the updated Management Plan attached hereto be and is hereby approved.

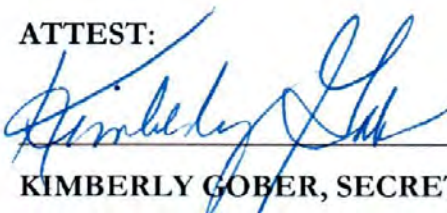
**ADOPTED** at the annual meeting of the Housing Authority of Gloucester County held on the 22<sup>nd</sup> day of July 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**



**KIMBERLY GOBER, SECRETARY**

**DATE: JULY 22, 2020**

# MANAGEMENT PLAN

NANCY J. ELKIS SENIOR HOUSING

100 POP MOYLAN BLVD  
DEPTFORD, NEW JERSEY 08096

FEBRUARY 26, 1997  
REVISED MARCH 1997  
REVISED SEPTEMBER 2005  
REVISED JULY 2020

Nancy J. Elkins Seniors Housing  
100 Pop Moylan Blvd Deptford,  
NJ 08096

Owner: Pop Moylan Urban Redevelopment Company, LLC (PMURC, LLC)  
Managing Agent: Housing Authority of Gloucester County (HAGC)

Sponsor: Housing Authority of Gloucester County/  
Gloucester County Housing Development Corporation (HAGC/GCHDC)

The Housing Authority of Gloucester County (Authority/HAGC) is the sponsor of the Gloucester County Housing Development Corp who is the general partner in the Pop Moylan Urban Redevelopment Company, LLC, owner of Nancy J. Elkins Seniors Housing, consisting of 80 one bedroom apartments for individuals age 55 or older.

The PMURC, LLC, entered into a Management Contract (Contract) with the HAGC to manage the Nancy J. Elkins Seniors Housing project. The scope of responsibility of the HAGC is set forth in the Management Contract.

The Management Plan set forth below, more particularly describes the functions of the Authority in executing the Contract by the Authority on behalf of the PMURC, LLC.

## **PROJECT DESCRIPTION**

The Nancy J. Elkins Seniors Housing project is a high-rise building containing all 1-bedroom units with common areas including laundry room facilities and community room and onsite parking. HAGC Management offices are located onsite. The building is smoke-free, with smoking being limited to an outdoor designated area.

## **MANAGEMENT AND OPERATIONS**

The provisions of this Management Plan shall commence upon the adoption by Board Resolution by the Board Pop Moylan Urban Redevelopment Company, LLC and HAGC. The administration of Nancy J. Elkins Seniors Housing Apartments shall be consistent with the rules and regulations established by the NJ Housing and Mortgage Finance Agency.

In the absence of specific rules, regulations, or procedures not addressed by the NJFMFA or in this Management Plan the policies and procedures of the Housing Authority of Gloucester County as adopted by the Board of Commissioners of the Authority shall prevail.

## **EXECUTIVE DIRECTOR**

HAGC shall employ a competent Executive Director who shall be a certified Public Housing Manager, and who shall be responsible for overall administration of the Contract and the Management Plan, including the operating departments of the Authority who will carry out the Plan.

The Executive Director shall supervise all operating departments of the Nancy J. Elkins Seniors Housing through various managers, act as Contracting Officer, prepare annual budgets, administer reserve and escrow accounts, invest funds, administer insurance program and carry out the overall affairs of Nancy J. Elkins Seniors Housing.

The Executive Director shall, from time to time, meet with and confer with the Board of PMURC, LLC, and provide to PMURC, LLC, information and reports as may be required.

The Executive Director shall, from time to time, confer with Federal, State and local officials on matters pertaining to Nancy J. Elkins Seniors Housing, and provide records, information and reports to applicable officials as may be required by law.

### **AFFORDABLE HOUSING OPERATIONS DIRECTOR**

The Affordable Housing Operations Director (AHO) shall be responsible for all maintenance, utilities, contracted services, housekeeping, grounds, maintenance, general upkeep and security of the property and its tenants.

The AHO Director shall be responsible for the enforcement of terms/conditions of leases and aid in maintaining full occupancy of the Project.

The AHO Director shall maintain the property consistent with New Jersey State and Federal law. In those instances where major expenses are necessary to carry out requirements of law, the AHO Director shall consult with the Executive Director prior to carrying out the law unless any imminent emergency threatens life or property.

The AHO Director shall review all annual inspections of units and other inspection reports and file same with the Occupancy Specialist Manager for placement into tenant's file. All necessary repairs shall be performed in a timely manner. Tenants shall be charged for damage to their unit in excess of ordinary wear and tear in accordance with a posted schedule or charges.

The AHO Director, or his/her designee, shall conduct an annual inspection of the project in accordance with prevailing requirements and report findings to the Executive Director and take appropriate action to correct maintenance deficiencies found. Additionally, the AHO Director, or his/her designee, shall conduct an annual inspection of each dwelling unit and report findings to the Executive Director and take appropriate action to correct maintenance deficiencies found.

The AHO Director shall meet with the Building Superintendent at least once monthly to review work orders and conduct a walk-through inspection of common areas of the project. Deficiencies in the building inspection or cleanliness or lack of maintenance shall be noted, and the Building Superintendent directed to mitigate the deficiencies.

The AHO Director shall take various actions as directed by the Executive Director and report to the Executive Director regarding the maintenance and condition of the building.

Records shall be retained for a minimum of five (5) years.

## **BUILDING SUPERINTENDENT**

The Building Superintendent shall be responsible for the day to day operations of the project. The Building Superintendent reports to the AHO Director. The Building Superintendent shall supervise a staff which, may consist of:

- Building Maintenance Worker (1)
- Maintenance Repairer As Assigned
- Painter As Assigned
- Security Guards (Unarmed)-Contracted As Assigned
- Others as Assigned

The Building Superintendent's daily tasks include, but are not limited to:

- Maintenance of a clean safe building
- Repair/replacement of anything in disrepair
- Management of contracted services
  - Elevator Maintenance
  - Trash Removal
  - Exterminator Service
  - Grounds Maintenance
  - Snow Removal
  - Specialty Contracts
  - Other
- Management of Staff assigned to building operations
- Management, tracking and performance of work orders
- Maintenance of Utilities and building systems
- Enforcement of lease with AHO Director
- Securing quotations for contracted services
- Preparing dwelling units for re-occupancy
- Orienting new tenants to the building and its rules and regulations
- Other duties as encompassed in job description or as assigned.

The Building Superintendent shall conduct an inspection of each dwelling unit at the time a tenant is vacating a unit and at the time a new tenant is taking occupancy of a unit. All inspections shall be recorded, in writing, and remedial actions taken as required.

The Building Superintendent is authorized to make routine decisions independently without consulting the AHO Director. The Building Superintendent shall maintain daily contact with the AHO Director, review actions taken, report problems or needs. Policy decisions shall be deferred to the Executive Director, the HAGC Board and the Board of PMURC, LLC.

## **MAINTENANCE AND REPAIR**

The HAGC staff will operate a Maintenance and Repair Program. The HAGC has a standard program for preventative maintenance on all equipment. HAGC shall maintain a workshop on site, which will contain replacement parts for equipment, machinery and appliances. When a tenant needs maintenance performed in their apartment, tenant reports the work order through a work order phone number. Work orders are monitored and tracked through the unified work order system. The maintenance staff is expected to remediate work orders as soon as practical, based on priority.

All emergency work orders shall be abated immediately, within 24 hours. The history of work orders contained within the work order system shall be reviewed monthly by the Building Superintendent.

After a tenant vacates an apartment, HAGC will repaint the entire apartment and check the appliances, toilets, sinks, etc., to make sure that everything is in proper operating condition. The apartment will be treated by an exterminator and all defective items repaired and the apartment thoroughly cleaned before re-renting.

A painting program will be maintained by the Building Superintendent as supervised by the AHO Director. All vacancies shall be repainted prior to re-occupancy and all other painted surfaces painted every three to five years, subject to available funding. The Building Superintendent will maintain a repainting log.

Trash will be deposited in compactor chute and packaged in a service room on the ground floor.

A recycling program will be in operation.

Grounds upkeep will be by contracted service.

Snow removal will be by contracted service.

Extermination will be by contracted service.

Elevator Maintenance will be by contracted service.

Security Guards will be by contracted service.

## **COMPENSATION**

The Corporation shall pay to the Authority a monthly management fee, in accordance with the Management Contract, on the first day of each month for the duration of the Management Contract.

## **FINANCIAL MANAGEMENT**

The Executive Director shall oversee the financial operations of the Project, which are administered through the Finance Department. The Finance Manager, who reports directly to the Executive Director, shall supervise a staff consisting of an Accounts Receivable Clerk, Accounts Payable Technician, Purchasing Technician, and Accountant. The Executive Director shall reserve the right to increase/decrease the staff size of the Finance Department.



The Finance Manager will prepare a monthly general ledger and subsidiary ledgers. Monthly, the Finance Manager, or his designee, shall reconcile all bank accounts, subsidiary ledgers, and accounts held by the Trustee, to the general ledger. The Finance Director shall review the general ledger, subsidiary ledgers and tenant analytical ledger monthly.

- Year-end financial statements shall be prepared by the Finance Director within 45 days following the end of the fiscal year.
- All financial records will be retained for five (5) years.
- Records requested by HUD and NJHMFA representatives will be made available upon request.
- Executive Director and Finance Director will meet as necessary to resolve financial matters.
- A Monthly Operating Report (MOR) shall be prepared in NJHMFA format on a monthly basis. The MOR along with all supporting documentation will be submitted to the NJHMFA quarterly.

## **BUDGET**

Prior to the commencement of each fiscal year the Finance Director shall prepare a budget shall prepare a budget in NJHFMA format and submit it to the NJHFMA for review and approval at least 60 days prior to year-end.

At least 40 days prior to the commencement of each fiscal year, the Finance Director shall prepare an operating budget of projected revenues and expenditures of projected revenues and expenditures. The projected revenues shall be at least equal to the projected expenditures. The budgets shall be prepared in accordance with the procedures established the Low-Income Housing Tax Credit Program, and the NJHMFA. Budgets may be amended during the course of a fiscal year in accordance with the provisions and subject to the limitations of the Management Contract. The budget shall be submitted to the NJHMFA for review and approval in accordance with the requirements of the NJHFMA.

Included in the budget shall be the management fees expected to be paid to the Authority, the anticipated audit fee, all amounts needed to maintain and operate the Project in accordance with regulations governing the Low-Income Housing Tax Credit Program.

## **RENT COLLECTION**

The Accounts Receivable Clerk shall perform rent collections. Monthly, AHO Director, or his/her designee, shall prepare a current rent roll (for the subsequent month), with changes from the prior month indicated and shall file same with Finance Director no later than the last business day of each month. On or about the 1st day of the month, the Finance Director, or his/her designees, rolls the month (which posts the rent and other charges to tenants' accounts).

Tenant rent may be deposited in designated rent collection box at the project site. Tenants may also pay rent at the Administrative Office of the Authority, 8:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M. Monday- Friday, except legal holidays, which are posted in advance. Upon receipt of funds, a receipt is posted to the respective tenant's subsidiary accounts receivable ledger.

The Accounts Receivable Clerk prepares and makes deposit, on the day of collection, and posts to the "Daily Statement of Operations" (referred to as the Tenant Analytical) within 24 hours of collection of receipt. Bank deposits may be made in night deposit. The Tenant Analytical functions as a manual control "Accounts

Receivable” ledger. The Tenant Analytical is agreed to the electronic accounts receivable ledger each day collections occur.

Partial payments will be accepted; however, payment in full is expected. Tenants who have not paid their rent and other fees by the 13th of the month, having been afforded an informal hearing in accordance with the Authority’s Grievance Procedures Policy, will be placed into court for an eviction on the 14th of the month, unless the hearing or other information or activity precludes that action as determined by the AHO Director or Executive Director.

## **PURCHASES**

Procurement for Nancy J. Elkins Seniors Housing will be conducted by the applicable Authority staff in accordance with the controlling documents (such as regulatory agreements and partnership documents) and the NJHMFA’s procurements and guidance.

Routine purchases for maintenance and repair of the building fixtures and equipment will be arranged by the AHO Director consistent with the Procurement Policy, except that New Jersey Local Public Contracts law does not apply. The Executive Director, as Contracting Officer of the Authority, shall approve certain purchases prior to issuance of purchase order per Procurement Policy.

Checks shall be signed in accordance with HAGC’s Check Signing Policy. The approval of the NJHMFA shall be obtained for purchases that exceed \$25,000 or as amended by the rules and regulations established by the NJHMFA.

## **ACCOUNTS PAYABLE**

The AHO Director and Finance Director shall approve routine claims for payment. All Accounts Payable will be vouched in manner as prescribed the Authority’s Procurement Policy, Procurement Process Cycle, except that New Jersey Local Public Contracts law does not apply. All disbursements shall be in accordance with the current budget. The Accounts Payable Technician shall prepare checks on a weekly basis. The Board of Commissioners of the Authority shall acknowledge all disbursements through review of the interim and routine bill lists at the monthly Board Meetings.

Routine payables of a timely nature may be paid on an interim bill list and include, but are not limited to, utility bills, travel activities for official travel, interfund transfers, payroll, payroll taxes, health benefits, pension fund payment, union dues, and similar payables.

Apportionment of costs shall be consistent with the Cost Allocation Policy approved by the Executive Director.

## **AUDIT**

The Executive Director shall request proposal for independent audit of the Nancy J. Elkins Seniors Housing and the Pop Moylan Urban Redevelopment Company, LLC. Annually, upon selection of the IPA, a contract for audit shall be awarded to a responsible firm submitting proposal. The scope of the audit shall be consistent with federal and state regulations as revised from time to time.

HAGC staff and staff shall cooperate with Auditor to conclude audit in earliest practical time.

The PMURC, LLC, shall cause the completed Audit to be filed with applicable governmental entities following approval of the PMURC, LCC, of the Audit Committee of the LLC and/or HAGC Audit Committee.

The PMURC, LLC, shall prepare and file annual tax returns to federal and state governments as prepared by the Finance Director and as may be required by law.

The PMURC, LLC, and Executive Director shall take action to correct any audit finding. Progress in correcting audit findings shall be reported to PMURC, LCC, and HAGC, as requested.

### **WAITING LIST, TENANT SELECTION, AND ASSIGNMENT**

The Authority shall determine eligibility and select and admit applicant families into Nancy J. Elkins Seniors Housing in accordance with the terms of the housing assistance payments contract.

The Authority will accept applications on an ongoing basis between the hours of 8:00 am and 5:00 pm on regular business days. The applications may be received by mail or in person at following locations.

**Colonial Park Apartments**

401 S. Evergreen Avenue, Woodbury, New Jersey 08096

**Carino Park Apartments**

100 Chestnut Street, Williamstown, New Jersey 08094

**Deptford Park Apartments**

120 Pop Moylan Blvd, Deptford, New Jersey, 08096

**Shepherds Farm Apartments**

981 Grove Road, West Deptford, New Jersey 08086

**Housing Authority of Gloucester County, Administrative Office**

100 Pop Moylan Blvd., Deptford, New Jersey 08096

Applications may be received online through HAGC's website at [www.hagc.org](http://www.hagc.org)

The Intake Supervisor is responsible for maintaining all applications, which are time and date stamped upon receipt. All applicants are placed on a Nancy J. Elkins Seniors Housing waiting list that is organized by date and time of application, in accordance with the preferences stated below. The waiting list shall indicate whether or not applicants are elderly or disabled.

The administration of the waiting list shall be consistent with the Nancy J. Elkins Seniors Housing Management Plan and general policies of the Authority. The Executive Director shall have the authority to close the wait list if he/she has determined the average wait to be excessive. The Authority must publish a notice in a newspaper of general circulation providing 30 days notice of the opening and closing of the wait list. In the case of closing the wait list, the notice must state the reasons why the applications will no longer be accepted.

The pre-applications will contain sufficient information for HAGC to make a preliminary determination of eligibility and the apparent preference category.

Date and time of the pre-application will be recorded. If the pre-application does not contain sufficient

information to make a preliminary determination of eligibility, the applicant will be notified to submit the needed information. The waiting list shall be maintained in sequential order based on time and date of application with preference category as noted in this plan.

Applicants will be sent a confirmation of receipt of their pre-applications after their name is placed on the waiting list. This confirmation will include the applicants rank on the waiting list.

If the information on the pre-application shows the applicant to be obviously ineligible, the confirmation letter will state the reasons for the determination of ineligibility and offer the applicant the opportunity for an informal hearing in accordance with HAGC's Grievance Procedures

## **APPLICATION**

Applicants on the Pre-Application will be scheduled for an eligibility interview for a full application, in sequential order and in accordance with the Preference categories established in this section.

The waiting list shall identify applicants as near-elderly/disabled. Applicants considered for a determination of eligibility for assisted housing shall be interviewed in accordance with the preferences stated below. Applicants within each preference category will be interviewed on a first come/first served basis.

## **PROGRAM ELIGIBILITY**

1. For admission into Nancy J. Elkis Seniors Housing, all applicants be 55 years or older or elderly disabled age 55 or older with a defined disability.
2. Applicants and tenants must disclose social security numbers for all family members.
3. All applicants must meet the eligibility requirements as specified in the Authority's One Strike & You're Out Policy. All applicants will undergo State lifetime sex offender registration checks using databased that check against all state registries.
4. In determining the eligibility of a student enrolled at an institution of higher education, the Authority will utilize the "Student Verification form."

## **PREFERENCES**

### **Category I - One Bedroom Apartments (standard and handicapped)**

Applicants who otherwise meet the family income criteria of 60% of median income or less and age criteria shall be selected for occupancy from the sequential registration list, first come, first selected, with the following preferences:

1. Residents of Regional Housing Area (Gloucester, Camden & Burlington Counties)
2. All Others

### **Category II- One Bedroom Apartments-Handicapped/Barrier free**

Handicapped apartments available for renting will be afforded to handicapped residents residing in non-

handicapped apartments in Nancy J. Elkins Seniors Housing who are in need of a unit that is barrier free or designed for a visual/hearing impaired person. Residents needing barrier free units shall be offered them in successive order from oldest lease date.

In the event no current resident leases a vacant unit for the handicapped, the unit will be rented to the next eligible handicapped applicant on the waiting list in Category I as applicable.

In the event no handicapped applicant is available or expresses an interest in renting available handicapped unit, the unit may be rented to the next available and otherwise qualified non-handicapped applicant on the Category I waiting list as applicable.

### **CATEGORIES OF UNITS**

The Nancy J. Elkins Seniors Housing building consists of 80 one (1) bedroom apartments for the individuals age 55 or older of which:

1. 70 Apartments are standard one (1) bedroom units for the individuals age 55 or older
2. 5 Apartments are one (1) bedroom barrier free units designed for individuals age 55 or older and/or disabled persons whose disability requires the use of a wheelchair.
3. 5 Apartments are one (1) bedroom units designed for individuals age 55 or older and/or disabled persons whose disability requires a unit with special features for the visually impaired or hearing impaired.

### **SELECTION AND ASSIGNMENT**

The AHO Director or his/her designee will screen applicants for criminal history, behavior and conditions and credit worthiness as indicated below.

Selection and assignment to units shall be to lowest qualified and certified number registrant, by date and registration number in the respective Preference category.

### **TENANT SUITABILITY CRITERIA**

Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in non-compliance with the NJESH Apartments Lease. The Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have detrimental effect on the development environment, other tenants, the Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

The Authority shall utilize an agency to perform credit/criminal checks; prior landlords to check rental history; and a criminal check through the local police on prospective tenants, with the notification and written consent of the prospective tenants. If any negative items are noted by the Authority regarding a prospective tenant, the Authority reserves the right not to house the family.

The Authority will consider objective and reasonable aspects of the family's background, which may include the following:

- 1) Applicants past performance in meeting financial obligations, especially rent.
- 2) History of recent serious criminal activity, including cases in which a member of the family, who is expected to reside in the household, was, or is engaged in prostitution, sale of narcotics, or serious criminal activity.
- 3) Pattern of violent behavior, including evidence of repeated acts of violence on the part of an individual, or of a pattern of conduct constituting a danger to peaceful occupation of neighbors.
- 4) Confirmed drug addiction, including evidence of confirmed drug addiction, such as record of more than one arrest for possession or use of heroin or other addictive narcotics, or reports from a probation officer, a social agency, or the family itself to the effect that the individual is addicted. In cases where the confirmed addict is undergoing follow-up treatment by a professional agency after discharge from an institution, the applicant shall not be considered ineligible for reason of a confirmed drug addiction.
- 5) Rape or sexual deviation, including individuals who have been involved as offenders in rape, indecent exposure, sodomy, carnal abuse and impairing the morals of a minor. Exception is permitted in the case of an individual under 16 years of age when he was involved in such offense and evidence from a reliable source shows that the individual may be considered rehabilitated.
- 6) A record of serious disturbance to neighbors, which may include items such as patterns of behavior that endanger the life, safety or welfare of other persons by physical violence, gross negligence or irresponsibility. A record of destruction of property which may include items such as damage to the equipment or premises in which the applicant resides. A record of other disruptive or dangerous behavior such as seriously disturbing neighbors or disrupting sound family and community life that indicates the applicant's inability to adapt to living in a multi-family setting. A record of other items which the Authority may consider include neglect of children which endangers their health, safety or welfare, judicial determination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or alcohol abuse or frequent loud parties, which have resulted in serious disturbance to neighbors.

In deciding whether to accept tenancy for the family, the Authority has discretion to consider all of the circumstances in each case and the extent of participation of individual family members. The Authority may impose, as a condition of tenancy, a requirement that family members who participated in or were culpable for the action or failure to act will not reside in the unit.

- 7) The Authority shall also give consideration to the evidence of rehabilitation, the applicant family's participation in or willingness to participate in social service other appropriate counseling service programs.
- 8) The Authority retains the right to perform criminal background checks and unit inspections if determined necessary during the term of tenancy.

### **DENIAL OF ASSISTANCE**

The Authority shall deny assistance to applicant families who do not meet the eligibility or suitability criteria as set forth above, or in HUD Occupancy Handbook 4350.3 REV-3. The AHO Director, or his/her designee, must notify said applicant, in writing, of the denial and the reason for such denial. Applicants may request an informal hearing in accordance with the Authority's Grievance Procedures Policy or One Strike & You're Out Policy, as applicable.



Applications found ineligible for assistance and/or withdrawn for any reason are removed from the active list. These applicants will not be denied the opportunity to file a new application when the waiting list is open. Further, Applicant families may be removed from the waiting list for the following reasons:

- If there is no response to the Interview Letter within 10 calendar days of the date of the letter.
- If the family misses 2 scheduled interview appointments.
- If an applicant has notified the Authority, in writing, that they are no longer interested in the program.
- Failure to notify the Authority, in writing, of any address changes.
- The applicant does not meet either the eligibility or suitability criteria for the Program as described in this Policy.
- Applicant was clearly advised of a requirement to notify the Authority of continued interest but has failed to do so.

### **OCCUPANCY STANDARDS**

It is the intention of this Assignment Policy to maximize the use of assisted dwelling units and to reduce vacancy loss. Once the applicants have been determined eligible, the AHO Department shall make offers to eligible applicants generally in the order the files were determined eligible. The date and time of application function as a tiebreaker for all files determined eligible on the same date.

No more than two persons, which shall include a live-in aide, shall be assigned to a one-bedroom apartment. All live-in-aides must be certified as needed as reasonable accommodation and must vacate within thirty (30) days after termination of occupancy of the lessee as a written condition in the applicable lease prior to occupancy by the live-in-aide.

### **TRANSFERS**

Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. A transfer list will be maintained which shall include the date in which the need for a transfer was evidenced by the Authority, number of persons in the unit and unit size.

The order in which families are transferred shall be subject to the hierarchy by category set forth below.

(a) Emergency Transfers are mandatory when the Authority determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life-threatening nature.

(b) Administrative transfers include mandatory transfers to: alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization of units; perform work (e.g., repair, modernization, or lead hazard reduction work); or permit a family that requires a unit with accessible features to occupy such a unit. These transfers shall take priority over new admissions.

Requests for these transfers will be made to the manager with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by the Authority (e.g. moving a person with mobility problems to a unit with accessible features or temporarily moving residents to a unit free of lead-based paint hazards).

Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

### Good Record Requirement for Transfers

In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years: • have not engaged in criminal activity that threatens the health and safety of residents and staff; • do not owe back rent or other charges, or evidence a pattern of late payment; • meet reasonable housekeeping standards and have no housekeeping lease violations;

### **RENT**

A flat rent for the dwelling units shall be established in accordance with the requirements of the NJHFMA. HAGC may require a Rent Guarantor to guarantee payments of the monthly recurring rent.

### **LEASE COMPLIANCE**

Tenants shall be governed by the terms of the Lease Agreement including all house rules, the Authority's Pet Policy, and the Authority's Smoke-Free Policy. The Authority's rights to remove or terminate assistance is established in the lease provisions. A resident family must notify the Authority when overnight guests will be staying in the unit for more than 7 days. A guest can remain in the unit no longer than 14 days in a 12-month period. A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days).

### **VAWA**

The Authority shall comply with the requirements of the Violence Against Women's Act, VAWA in accordance with the Authority's Violence Against Women Reauthorization Act policy.

### **SECURITY DEPOSITS**

The Authority will collect, deposit and disburse security deposits in accordance with the terms of the lease and the governing provisions of all applicable laws of the State of New Jersey with respect to residential dwelling units and will provide the requisite notices to tenants regarding the same. The amount of each security deposit will be equal to \$50. Security deposits will be deposited by the Agent in individual accounts, within a master interest-bearing account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an agency of the United States Government. Interest earned will be credited to each tenant's deposit in accordance with the laws of the State of New Jersey. Refunds of security deposits will be made in accordance with the law of the State of New Jersey.

### **NON-DISCRIMINATION POLICY**

Federal laws require the Authority to treat all applicants and tenant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status.

The Authority will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including but not limited to:

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination;
- Executive Order 11063;
- Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
- The Age Discrimination Act of 1975, which establishes certain rights of the elderly;
- Title II of the Americans with Disabilities Act of 1990 (ADA) which requires that the Authority to provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces;
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012 and further clarified in Notice PIH 2014-20
- The Violence against Women Act of 2013 (VAWA)
- Any applicable State laws or local ordinances, and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

The Authority shall not, on account of race, color, national origin, sex, religion, familial status, or disability: (a) Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs; (b) Provide anyone housing that is different (of lower quality) from that to provided others; (c) Subject anyone to segregation or disparate treatment; (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program; (e) Treat anyone differently in determining eligibility or other requirements for admission; (f) Deny anyone access to the same level of services ii; or (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

The Authority shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed. Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.

The Authority will correct situations or procedures that create a barrier to equal housing opportunity for all to permit people with disabilities to take full advantage of the PHA's housing program and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988. The Authority will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP). LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English.

The Authority is committed to full compliance with applicable Civil Rights laws, the Authority will provide Federal/State/local information to applicants/tenants of the Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. If an applicant/tenant family believes that any family member has been discriminated against by the Authority, the family should advise the Authority. HUD requires the Authority to make every reasonable attempt to determine whether the applicant or tenant family's assertions have merit and take any warranted corrective action. The Authority will assist any family that

believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Authority will also assist them in completing the forms if requested and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

Upon receipt of a housing discrimination complaint, the Authority is required to: Provide written notice of the complaint to those alleged and inform the complainant that such notice was made; Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted and keep a record of all complaints, investigations, notices, and corrective actions.

### **Policies Related to Persons with Disabilities**

The Authority is committed to ensuring that the policies and procedures of its programs do not deny individuals with disabilities the opportunity to participate in, or benefit from, those programs. The Authority is also committed to ensuring that its policies and procedures do not otherwise discriminate, on the basis of disability, in connection with the operation of those programs, services and activities. A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice or program that provides a qualified individual with a disability the opportunity to participate in or benefit from one of the Authority's programs.

#### **a. Definitions**

A person with a disability, as defined by the Federal Fair Housing Act, is an individual who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment or is regarded as having such an impairment. As used in this definition, the phrase "physical or mental impairment" includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. 24 C.F.R. § 100.201.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing and learning. 24 C.F.R. § 100.201.

The definition of disability does not include: current users of illegal controlled substances, people whose alcohol use interferes with the rights of other, a person with any disability whose tenancy poses a direct threat to the health or safety of others unless that threat can be controlled with a reasonable accommodation, Juvenile offenders and sex offenders by virtue of that status are not persons with disabilities protected by the Fair Housing Act.

#### **b. Requesting a Reasonable Accommodation**

A person with a disability may request a reasonable accommodation at any time. The individual, The Authority, or another person identified by the individual, must reduce all requests for reasonable

accommodation(s) to writing. The person must explain what type of accommodation is required to provide the person with the disability full access to the Authority's programs and services. Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the needs of the individual.

c. Verification of Reasonable Accommodation Request

Before providing an accommodation, the Authority must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the Authority programs and services. The Authority will request third-party verification to support the need for a reasonable accommodation. Third-party verification must be obtained from a Qualified Individual. A Qualified Individual can be a doctor or other medical professional, a peer support group, a non-medical service agency, a caseworker, a vocational/rehab specialist, counselor, or a reliable third party who is in a position to know about the individual's disability. The Authority must request only information that is necessary to evaluate the disability-related need for the accommodation. The Authority will not inquire about the nature or extent of any disability. In the event that the Authority does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, the Authority will dispose of it. In place of the information, the Authority will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information.

In addition, the Authority may request that the individual, or the individual's health care provider, provide suggested reasonable accommodations. If a person's disability is obvious, or otherwise known to the Authority, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required.

d. Denial of Request for Reasonable Accommodation

The Authority can deny a request for reasonable accommodation if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the accommodation. Further, a requested accommodation can be denied if one of the following would occur as a result: A violation of state and/or federal law; A fundamental alteration in the nature of the Authority's housing program; An undue financial and administrative burden on the Authority. All denials will be reduced in writing and will identify the reason for the denial. In the event the accommodation is denied, the Authority will discuss with the requester whether there is an alternative accommodation that would effectively address the requester's disability-related need without a fundamental alteration of the Authority's operation and without imposing an undue burden.

## **FAIR HOUSING, EQUAL OPPORTUNITY AND PROJECT MARKETING**

Advertisement of availability of apartments will be in the Gloucester County Times and, as applicable, other newspapers of general circulation in the jurisdiction and/or HAGC's website.

When advertisements are placed in the newspapers, designated date and times will be established for registration for housing assistance. The Occupancy Specialist Manager is responsible for overseeing applicant registration and verifying all intake cases in accordance with applicable governmental rules and the Management Plan.

Advertising and marketing shall display the Fair Housing logo and marketing and registration of cases shall be conducted without regard to race, religion, color, sex, familial status, national origin or disability status.

All hiring of staff will be conducted consistent with the Personnel Policy of the HAGC as revised from time to time and shall be consistent with the Fair Housing Equal Opportunity Plan hiring practices.

Principal hiring tasks will be conducted by the Human Resources Director with selection of employees by the Departmental Manager, Human Resources Director, and final approval/ disapproval by the Executive Director.

## **TENANT RELATIONS**

Tenant grievances shall be handled in accordance with the HAGC's Grievance Procedures Policy.

Tenant requests for services will be accepted courteously and in a friendly manner. All reasonable requests will be recorded and promptly and efficiently addressed by management. Primary responsibility for addressing tenant requests is vested in the Building Superintendent. Oversight will be conducted by the AHO Director and Executive Director as required.

The Lease Agreement shall be consisted with appropriate government regulations and New Jersey State Law.

The form of lease shall not be unnecessarily punitive.

The PMURC, LLC, and the HAGC encourage the formation of tenant's organizations and a tenant council. Management staff shall meet with tenant's organization and their duly elected representatives from time to time to deal with matters of concern as expressed to tenants and engage in resident education and community interaction.

## **SOCIAL SERVICES**

To the extent financially feasible, the HAGC will operate a Congregate Services Program offering meals, housekeeping, shopping and laundry services to qualified tenants on a fee for services basis, with subsidies as are available to aid in reduced tenant cost. The Congregate Services Coordinator shall be responsible for the Congregate Services Program. The program, as administered, shall conform to Congregate Program rules promulgated by the N.J. Dept of Community Affairs.

Supplemental activities may include a monthly newsletter, menu, painting program, shuffleboard league, craft activities, guest speakers, entertainment and social events.

In addition, tenants are encouraged to utilize the services of a visiting homemaker, visiting nurses, Gloucester County Department of Aging, Senior Citizen Meals Program, Supplemental Nutrition Assistance Program, Transportation services (shuttle bus) and related services.

The Social Service program will cover common needs of the elderly which includes food, nutrition, transportation, health care and personnel relations.



**ADMINISTRATIVE POLICY**

The Administration of Nancy J. Elkins Seniors Housing shall be consistent with the rules and regulations established by the applicable governmental bodies. In the absence of specific rules or matters not addressed in the Management Plan, the policies of the Housing Authority of Gloucester County as adopted by the Board of Commissioners of the HAGC shall prevail.



## PET POLICY

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

COLONIAL PARK APARTMENTS  
DEPTFORD PARK APARTMENTS  
CARINO PARK APARTMENTS  
NANCY J. ELKIS SENIORS HOUSING  
SHEPHERD'S FARM SENIOR HOUSING  
PROJECT 204-1, SINGLE-FAMILY DWELLING UNITS

## **I. Preamble**

This Pet Policy provides the Housing Authority of Gloucester County's ("The Authority") rules and conditions under which a pet may be kept in properties owned or managed by the Authority. The primary purpose of these rules is to establish reasonable requirements for keeping common household pets in order to provide a decent, safe and sanitary environment for existing and prospective tenants, Authority employees, and the public, and to preserve the physical condition of the Authority's property.

This Policy is established in accordance with the following Federal Regulations:

*24 CFR 960, Subpart G*  
*24 CFR Part 5, Subpart C*

Violation of this Policy may be grounds for removal of the pet or termination of the pet owner's tenancy (or both), in accordance with the provisions of this Policy, the Lease, and applicable regulations and State or local law.

## **II. Definition of Pet**

For the purposes of this Policy, pets are defined as:

- A. Domesticated dogs not exceeding 25 pounds in weight and meeting other requirements of this Policy.
- B. Domesticated cats not exceeding 25 pounds in weight and meeting other requirements of this Policy.
- C. Fish in approved tank not exceeding 20 gallons of water.
- D. Domesticated, caged, small birds in approved cage.

No other living creature shall be considered a pet for the purposes of this Policy. The Authority may, within its discretion, approve domesticated dogs or cats over the above weight limits who otherwise meet the requirements of this Policy.

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability OR are animals that provide emotional support that alleviate one or more identified symptoms or effects of a person's disability. Assistance animals are a type of reasonable accommodation for individuals with disabilities. As such, documentation to demonstrate the connection between the benefit that the animal provides, and the need of the person is necessary. Animals that are required as a reasonable accommodation to assist, support, or provide service to persons with disabilities are not defined as pets.

## **III. Definition of "Elderly or Disabled family" and "Project for the Elderly or Persons with Disabilities"**

For purposes of implementing this Pet Policy, the Authority shall apply the definitions of 'elderly or disabled family' and "Project for the Elderly or persons with disabilities" as contained within 24 CFR 5.306, Definitions.

**IV. Pet Permit Application**

- A. Tenants who wish to apply for a Pet Permit must file an application for a Pet Permit with the Authority. Applications will be processed on a first-come, first-served basis.
- B. Those who have a history of poor housekeeping and/or damaging Authority owned/managed property will be denied a Pet Permit for a period of one year from the date of the application. Reconsideration for a pet permit will be given if the tenant has no housekeeping or damage violations for 12 consecutive months.
- C. Those who have been found to violate their lease by having a pet on the premises without a valid Pet Permit shall be denied a Pet Permit for a period of one year from the date of the violation.

**V. Conditions for Issuance of a Pet Permit**

For dogs and cats only:

- A. With the exception of the elderly and disabled as defined in 24 CFR 5.306, the applicant must file a Certificate of Insurance with the Authority certifying that applicant has renter's insurance with liability and property damage coverage. Insurance must remain in effect for the life of the pet permit. Renters may request a waiver of this requirement in writing to the Executive Director.
- B. The applicant must provide proof, each year, of Municipal Registration of the pet in accordance with NJ State Law and local ordinance.
- C. Applicant must provide proof from a licensed veterinarian or a state or local authority empowered to inoculate animals, each year, that the pet is in good health and has been inoculated for distemper and rabies; and information sufficient to identify pet and demonstrate it is a common household pet. The Authority shall also accept a Certification of Exemption From Vaccination form from a veterinarian who certifies in writing that the pet is incapable of being inoculated because of infirmity, other physical condition, or regimen of therapy as provided by the regulations of the State of New Jersey Department of Health.
- D. Prior to issuance of Pet Permit, applicant agrees to post a pet security deposit of \$300.00 for each dog or cat. For the elderly and disabled, the fee shall be \$100. Any balance of the pet security deposit will be refunded to the tenant after the tenant moves or no longer owns the pet. Total pet security deposit may be paid over time. Initial amount of \$50.00 is due when pet is brought into unit. Subsequent monthly payments of \$10 per month must be made until the total requirement has been satisfied.
- E. The pet deposit may be used to pay reasonable expenses directly related to the presence of the pet on the property. Such expenses would include, but not be limited to, the cost of repairs and replacement to unit, fumigation of the unit, and the cost of animal care facilities

- F. Tenants will be charged a separate waste removal penalty fee, of \$5.00 per occurrence, for failure to comply with pet rule on waste removal. See Pet Management
- G. For single-family dwelling units (Project 204-1, EHOs, 501 Properties), the tenant shall pay a non-refundable monthly fee of \$5.00 to cover the costs relating to the presence of pets. (This fee is not applicable to Colonial Park, Carino Park, Deptford Park, Shepherd's Farm or Nancy J. Elkins Seniors Housing because they are projects designated for elderly/disabled residents.)

For all pets, as defined in this Policy:

- A. The applicant must sign a statement that said applicant assumes all personal financial responsibility for damage to any personal property and property owned/managed by the Authority or any of its affiliates caused by the pet and said applicant assumes personal responsibility for personal injury to any party caused by said pet.
- B. Applicant must certify and agree to the general terms and conditions of the management of said pet and acknowledge that the Pet Permit can be revoked for failure to follow pet management rules.
- C. Prior to issuance of Pet Permit, applicant agrees to sign a statement that applicant has read and understands the Pet Policy and agrees to amend the lease accordingly.
- D. As part of the application process for a Pet Permit, the applicant must file a "Pet Emergency Care Plan" in case applicant is unable to care for said pet in an emergency. This plan must empower the Authority, or any of its affiliates, as applicable, to transfer the responsibility of the pet to an approved friend or relative of the applicant that is off the premises of the project.

**VI. Pet Management Plan**

- A. Only one Pet Permit will be issued per dwelling unit.
- B. An individual Pet Permit may only be issued for one dog, or one cat, or one 20 gallon fish tank, or one bird cage.
- C. Pets must be confined to apartment unless on a leash or appropriately and effectively restrained for the high-rise buildings only.
- D. Pets shall not wander without appropriate and effective restraints in common areas of the building or on the grounds or at any time.
- E. In the event that the tenant leaves the building or property in an emergency, the pet is to be provided for in accordance with the "Pet Emergency Care Plan" within 24 hours of departure of said tenant.

- F. Tenant shall be responsible to maintain the dwelling unit free of flea infestation. All cost associated with the treatment of fleas and/or ticks shall be the responsibility of the tenant.
- G. Tenant acknowledges responsibility for the cleanliness of pets and removal of pet waste from building daily by:

- 1. Placing cat litter waste into bag and into trash chute or outside trash can.
- 2. Placing dog on leash and taking dog to established "Pet Relief Area" as designated in the high-rise buildings only. Tenants are responsible to remove and properly dispose of all removable pet waste from the Pet Relief Area.

*Note: Tenants are not to store pet waste in their apartment/house or flush pet waste with "kitty litter" down the toilet, sinks, or bathtubs.*

- 3. Pet owners must own a vacuum cleaner and clean up pet residue (odor, hair, seeds, feathers, water) daily. Dwelling units must be kept clean and free of odors at all times.
- 4. Pet owners must prevent pets from damaging property (within apartment/house, common areas, grounds or personal property of others), and assume all liability regardless of fault in cases where said pet contributes to or causes property damage or personal damage in accordance with New Jersey state and local law.
- 5. Tenant agrees to manage pet in such a way that it does not contribute to complaints from other tenants or neighbors regarding behavior and/or activities of said pet.
- 6. Tenant must certify that pet is not pregnant and has been spayed or neutered if pet is a cat and spayed if pet is a female dog. If pet is a young cat or dog, tenant must agree to have the pet spayed or neutered as soon as the pet reaches the minimum age for being spayed or neutered and to provide the management with certification of the procedure.
- 7. Tenant agrees to keep property free of dog/cat waste.
- 8. Tenant agrees to provide for the adequate care, nutrition, exercise, and medical attention for their pets.
- 9. Tenant agrees that no pet shall be tied up, chained, or otherwise tethered anywhere on Authority property and left unattended for any amount of time,
- 10. Bird cages are not permitted to be attached to ceilings.



## VII. Pet Control

Tenant must keep pet appropriately and effectively restrained and under the control of a responsible adult while in public and on common areas of the premises. For single-family dwelling units (Project 204-1 only), pets shall not be left unattended outside of the dwelling unit unless in a fenced enclosure approved by management.

Tenant must not permit pet to defecate or urinate in a dwelling unit, on common areas, or on the undesignated grounds.

## IX. Inspection of Dwelling Unit

Tenant agrees, as a condition of accepting the Pet Permit, that tenant's dwelling unit will be available for inspection of compliance with Pet Policy at any time during working hours on thirty (30) minute notice.

Damages caused by the pet, as determined by inspection, shall be repaired/replaced by management at the time the damages are discovered. Tenant will be billed for full repair/replacement and labor cost at time of repair.

## X. Petition of Removal

The Executive Director, or his/her designee, may require pet owners to remove their pets upon the petition of two (2) or more neighboring residents who allege a complaint against the pet owner for non-compliance with the Pet Policy. The tenant will be afforded a fair hearing on said infraction with the Executive Director, or his/her designee. The tenant must abide by determination of said hearing, which may include removal of the pet within 72 hours.

## XI. Revocation of Pet Permit

A. Revocation of Pet Permit may occur upon the occasion of the following conditions:

1. Upon death of pet;
2. Upon permanent removal of pet from the apartment/house;
3. For non-payment of the monthly security deposit installment in accordance with Conditions for Issuance of a Pet Permit.

B. Upon determination by management of the Authority, that the following conditions may be considered cause for revocation:

1. Pet has caused damage to any dwelling unit, common areas, personal property or persons.
2. Pet has bitten, scratched or caused injury to any person.
3. Pet makes animal sounds that are generally annoying to tenants, neighbors or Authority management, for example, barking dog or loud meowing cat.

4. Pet defecates or urinates in a dwelling unit, on common areas, or on the undesignated grounds.
5. Pet is found out of control of tenant; a) dog off leash; b) cat running loose; c) bird not caged.
6. Upon expiration of municipal animal license, unless renewed.
7. Upon expiration of inoculation unless current inoculation status is recertified.
8. Upon determination by the Authority that the pet is a danger and hazard to the health and safety of tenants, management, employees and/or guests of the Authority.
9. Upon determination by the Authority that the pet is not being cared for adequately by tenant, including but not limited to tenant's failure to feed, groom or exercise the pet such that the pet's wellbeing is harmed.

Written notice of a permit revocation will be served on the pet owner in writing 10 (ten) days before the effective date. The Notice shall include a brief factual statement of the violation. The tenant will be afforded a fair hearing with the Executive Director or his/her designee. The tenant must abide by determination of said hearing, which may include removal of the pet within 72 hours.

#### XIV. Death of Pet

The tenant shall be responsible for arranging for burial or other disposal, off the premises, of pets in the event of death of the pet. Tenant shall notify the Authority of any pet death within 10 calendar days.

#### XIV. Pet Temporarily on Premises

Pets which are not owned by a tenant will not be allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

#### XIV. Absence of Tenant

The tenant shall supply the name, address and phone number of two responsible parties who will care for the pet if the pet owner dies, is incapacitated or is otherwise unable to care for the pet. If the responsible party is unwilling or unable to care for the pet or if the Authority, after reasonable efforts, cannot contact the responsible party the Authority may contact the appropriate state or local agency and request the removal of the pet. Any cost to remove the animal will be a charge to the tenant.

#### XIV. Emergencies

The Authority will take all necessary steps to ensure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate state or local entity authorized to remove such animals. Any cost to remove the animal will be a charge to the tenant owner.

PET PERMIT APPLICATION

Project Name \_\_\_\_\_ Date \_\_\_\_\_

Tenant Name \_\_\_\_\_ Apt # \_\_\_\_\_

Type of permit requested: Bird \_\_\_\_\_ Fish \_\_\_\_\_ Cat \_\_\_\_\_ Dog \_\_\_\_\_

Weight of the Cat/Dog \_\_\_\_\_

Breed of the Pet \_\_\_\_\_

Size of Fish Tank \_\_\_\_\_

IF CAT: Declawed \_\_\_\_\_ Not Declawed \_\_\_\_\_

Date pet is expected to be brought to the apartment \_\_\_\_\_

Pet Security Deposit is required as follows. Payment must be made in accordance with the Pet Policy.

204-1 Family Dwelling Units = \$300

Elderly/Disabled = \$100.00

Applicant agrees to comply with the terms of the Pet Policy. Applicant agrees to attach a photograph of the pet to this application.

By: \_\_\_\_\_  
Tenant

**DO NOT WRITE BELOW THIS LINE**

---

Date application received: \_\_\_\_\_ By: \_\_\_\_\_

Policy explained to tenant by: \_\_\_\_\_

Amount of Pet Security Deposit: \_\_\_\_\_

Apartment inspected for housekeeping Yes \_\_\_\_\_ No \_\_\_\_\_

Approved by: \_\_\_\_\_

Rejected by: \_\_\_\_\_

Reason for rejection: \_\_\_\_\_

Date Permit issued: \_\_\_\_\_ Permit# \_\_\_\_\_

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## LEASE ADDENDUM

TENANT \_\_\_\_\_ PROJECT \_\_\_\_\_ PET PERMIT # \_\_\_\_\_

1. \_\_\_\_\_ Parties and Dwelling Unit:

The parties of this permit are the Housing Authority of Gloucester County, referred to as the management/landlord and \_\_\_\_\_ referred to as the tenant. The landlord leases to the tenant unit number \_\_\_\_\_ located at \_\_\_\_\_.

2. \_\_\_\_\_ Length of Time (Term):

The term of this permit shall begin on \_\_\_\_\_ and end in accordance with the provisions of the Pet Policy.

3. \_\_\_\_\_ Waste Removal Charge:

The tenant agrees to pay \$5.00 each occurrence as a separate pet waste removal penalty for failure to comply with pet rule on waste removal.

4. \_\_\_\_\_ Pet Security Deposit:

The tenant has an initial pet security deposit in the amount of \$ \_\_\_\_\_ with the landlord. The tenant will continue to pay the landlord \$10 per month, due on the 1<sup>st</sup> of each month, until the total pet security deposit amount is equal to \$100 or \$300. The landlord will hold the pet security deposit for the period tenant occupies the unit. After the tenant has moved from the unit, the landlord will determine whether the tenant is eligible for a refund of any or all of the Pet Security Deposit and make such refund within thirty (30) days. The pet security deposit will be held at Fulton Bank of New Jersey, in

Account # \_\_\_\_\_, which shall be an interest bearing account.

5. \_\_\_\_\_ Tenant agrees to obtain renter's insurance with liability and property damage coverage prior to issuance of the Pet Permit and to keep insurance current so long as the pet resides in the unit. (This requirement is not applicable and "elderly or disabled family" and/or "Project for the Elderly or persons with disabilities")

6. \_\_\_\_\_ Tenant agrees to file a copy of any Municipal Registration or license with the landlord and to keep same current.

7. \_\_\_\_ Tenant agrees to keep the pet properly inoculated for rabies and distemper and to provide landlord proof that such inoculations or vaccinations are current. The Authority shall also accept a Certification of Exemption From Vaccination form from a veterinarian who certifies in writing m the pet is incapable of being inoculated because of infirmity, other physical condition, or regimen of therapy as provided by the regulations of the State of New Jersey Department of Health.
8. \_\_\_\_ Tenant agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet, and assumes personal responsibility for personal injury to any party caused by the pet, in accordance with State and Local law.
9. \_\_\_\_ Tenant hereby certifies and agrees to the general terms and conditions of the management and understands and acknowledges that the Pet Permit can be revoked for failure to follow and abide by the Pet Policy.
10. \_\_\_\_ Tenant agrees, in the event it becomes necessary for the landlord to retain or hire a lawyer to represent the landlord for the purpose of advising, preparing for, conducting an action for eviction of the tenant, or collection of pet damages, the tenant shall be obligated to pay and be liable to the landlord for the payment of all reasonable lawyer fees and court costs and shall be considered to be additional rent due and owing, upon the presenting of a bill for same to the tenant, if the landlord prevails in the action.
11. \_\_\_\_ The tenant has read and understands the Pet Policy and agrees to amend the lease accordingly.
12. \_\_\_\_ Tenant agrees and understands that the Pet Policy is part of the lease and this permit.
13. \_\_\_\_ Tenant agrees to file a "Pet Emergency Care Plan" with the landlord and agrees to hold the landlord and employees harmless of any liability in connection with the Pet Emergency Care Plan.
14. \_\_\_\_ Tenant agrees to pay for any and all costs for the care of the pet in the pet care facility, if it becomes necessary,
15. \_\_\_\_ Tenant agrees to any reasonable changes in the Pet Management Rules that may occur in the future.
16. \_\_\_\_ Tenant agrees to make the apartment available for inspection, during normal working hours, upon thirty (30) minute notice.
17. \_\_\_\_ Tenant agrees to have pet use outside pet relief area, if pet is dog or cat, or cats may use approved kitty litter container in apartment. Tenant further agrees to pay \$5.00 per occurrence for the cost of any clean up as the result of "accidents" by pet or for the failure of the tenant to clean up and properly dispose of any removable waste from the designated pet relief area.

18. \_\_\_\_ Tenant agrees to dispose of pet waste and kitty litter by placing in bags and putting bag in trash chute or exterior trash bin daily.

19. \_\_\_\_ For single-family dwelling units, the tenant agrees to pay a non-refundable monthly fee of \$5.00 to cover the costs relating to the presence of pets. (This fee is not applicable to Colonial Park, Carino Park, Deptford Park, or Nancy J. Elkins Seniors Housing because they are projects designated for elderly/disabled residents.)

20. \_\_\_\_ Description of Pet: \_\_\_\_\_

#### LEASE ADDENDUM

As a condition of application for a Pet Permit issued on \_\_\_\_\_

I, \_\_\_\_\_, understand and agree to the Terms and Conditions of the Pet Policy.

Landlord – Sign and Date \_\_\_\_\_

Tenant – Sign and Date \_\_\_\_\_

Pet Emergency Care Plan:

Project Name \_\_\_\_\_ Date \_\_\_\_\_  
Tenant Name \_\_\_\_\_ Apt # \_\_\_\_\_  
Type of Animal: Bird \_\_\_\_\_ Fish \_\_\_\_\_ Cat \_\_\_\_\_ Dog \_\_\_\_\_  
IF CAT: Declawed \_\_\_\_\_ Not Declawed \_\_\_\_\_  
Weight of the Cat/Dog \_\_\_\_\_  
Breed of the Pet \_\_\_\_\_  
Size of Fish Tank \_\_\_\_\_

RESPONSIBLE PERSON 1

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Relationship: \_\_\_\_\_

RESPONSIBLE PERSON 2

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Relationship: \_\_\_\_\_

I \_\_\_\_\_ certify that the above named individuals will care for my pet in the event I die, become incapacitated, or otherwise become unable to care for the pet. I agree that if the above named individuals are unable to care for the pet or if the Authority, after reasonable efforts, cannot contact the responsible parties, the Authority may contact the appropriate state or local agency and request the removal of the pet. Any cost to remove the animal will be a charge to me.

By: \_\_\_\_\_  
Tenant



TABLED

RESOLUTION #20-78

RESOLUTION AUTHORIZING EXECUTIVE SESSION IN ORDER  
TO DISCUSS MATTERS FALLING UNDER EXEPTIONS  
TO THE OPEN PUBLIC MEETINGS ACT

WHEREAS, While the Sen. Byron M. Baer Open Public Meetings Act (OPRA, NJSA 10:4-6et seq.) requires all meetings of the Housing Authority of Gloucester County to be held in public, NJSA 10:4-12(b) sets forth nine (9) types of matters that may lawfully be discussed in "Executive Session", i.e. without the public being permitted to attend and:

WHEREAS, the Housing Authority of Gloucester County has determined that \_\_\_\_\_ issues are permitted by NJSA 10:4-12 (b) to be discussed without the public in attendance shall be discussed during an Executive Session to be held on July 22nd, 2020 at 4:30 P.M. and;

WHEREAS, the nine (9) exceptions to public meetings set forth in NJSA 10:4-12(b) are listed below with the number of issues and any additional information shall be written:

- 1) **"Any matter which, by express provision of Federal law, State stature of rule of court shall be rendered confidential or excluded from public discussion"** the legal citation to the provision at issue is \_\_\_\_\_ and the nature of the matter described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 2) **"Any matter in which the release of information would impair a right to receive funds from the federal government."** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 3) **"Any material the disclosure of which constitutes an unwarranted invasion of privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, healthy, custodial, child protections, rehabilitation, legal defenses, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly."** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 4) **"Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the negotiation of terms and conditions with employees or representatives of employees**



**of the public body.”** The collective bargaining contract(s) discussed are between the Board and \_\_\_\_\_

- 5) **“Any matter involving the purchase lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality

is \_\_\_\_\_

- 6) **“Any tactics and techniques utilized in protecting the safety and property of the public provide that their disclosure could impair such protection. Any investigations of violations or possible violations of the law.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_

- 7) **“Any pending or anticipated litigation or contract negotiation in which the public body is or may become a party. Any matter falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.”** The parties to and docket number of each item of litigation and/or the parties to each contract discussed are \_\_\_\_\_

and the nature of the discussion, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_

- 8) **“Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining in of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.”**

Subject to the balancing of the public’s interest and the employee’s privacy rights under South Jersey Publishing Co. vs New Jersey Expressway Authority, 124 NJ 478, the employee(s) and nature of the discussion, described as specifically as possible without undermining the need for confidentiality are \_\_\_\_\_

- 9) "Any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission for which the responding party bears responsibility." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WHEREAS**, the length of the Executive Session is estimated to be \_\_\_\_\_ minutes after which the public meeting of the Housing Authority of Gloucester County shall **(circle one)** reconvene and immediately adjourn or reconvene and proceed with business.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of Gloucester County will go into Executive Session for only the above stated reasons;

**BE IT FURTHER RESOLVED**, that the Secretary at the present public meeting, shall read aloud enough of this resolution so that members of the public in attendance can understand, as precisely as possible, the nature of the matters that will privately discussed.

**BE IT FURTHER RESOLVED** that the Secretary, on the next business day following this meeting, shall furnish a copy of this resolution to any member of the public who requests one at the fees allowed by NJSA 47:1A-1 et seq.

**I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION APPROVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF GLOUCESTER COUNTY AT ITS PUBLIC MEETING HELD ON JULY 22ND, 2020.**

**ADOPTED** at the Meeting of the Housing Authority of Gloucester County Board of Commissioners held on the 22nd day of July 2020.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

**BY:** \_\_\_\_\_  
**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**KIMBERLY GOBER, SECRETARY**  
**DATED: JULY 22, 2020**